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ABSTRACT

The collective bargaining agreement between the Board of Trustees of the California State University and the California Faculty Association, an affiliate of the National Education Association, covering the period July 1, 1987-June 30, 1991, is presented. Items covered in the agreement include: unit recognition, management rights, union rights, faculty participation in the union, grievance procedure, personnel files, appointment, probation and tenure, promotion, evaluation, temporary suspension, reprimands, disciplinary action procedure, workload, summer session, paid and unpaid leaves of absence, sick leave, professional development, fee waiver, sabbatical leaves, differences in pay leaves, faculty early retirement program, pre-retirement reduction in time base, salary, benefits, holidays, vacation, outside employment, additional employment, safety, and layoff. Appended are a classification of faculty positions and salary schedules by position. (SW)

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# Agreement between

## *The Board of Trustees of The California State University*

## and the

## *California Faculty Association*

## Unit 3 — Faculty

## July 1, 1987 — June 30, 1991

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## Preamble

This Memorandum of Understanding is entered into pursuant to provisions of the Higher Education Employer-Employee Relations Act (HEERA) by and between the Trustees of The California State University, hereinafter referred to as the "CSU" or "Employer," and the California Faculty Association, hereinafter referred to as the "CFA," or the "exclusive representative."

It is the purpose of this Agreement to set forth the wages, hours of employment, and other terms and conditions of the employment for members of the bargaining unit. The parties recognize the importance of Section 3561(b) of HEERA, which states:

> "The Legislature recognizes that joint decision-making and consultation between administration and faculty or academic employees is the long-accepted manner of governing institutions of higher learning and is essential to the performance of the educational missions of such institutions, and declares that it is the purpose of this act to both preserve and encourage that process . . ."

It is the purpose of these parties in entering this Agreement to promote high standards of education in the CSU. The CSU shall support the pursuit of excellence and academic freedom in teaching, research, and learning through the free exchange of ideas among the faculty, students, and staff.

The parties recognize that quality education requires an atmosphere of academic freedom and academic responsibility. The parties acknowledge and encourage the continuation of academic freedom while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility to the University and its students.

The CSU and CFA recognize the unique roles and responsibilities of the Academic Senate(s).

## Article 1

## Recognition

1.1 The Trustees of The California State University (CSU) recognize the California Faculty Association (CFA) as the sole and exclusive representative of the bargaining unit (Unit 3) which includes employees in classifications set forth in Appendix A of this Agreement.

1.2 The parties recognize that employees in the classifications listed in Appendix B of this Agreement and all other man-

agement, supervisory, and confidential employees as defined in HEERA are excluded from the bargaining unit.

1.3 The parties agree that employees appointed for sixty (60) days or less in classifications described in Appendix A of this Agreement that indicate "Casual Employment Employee" are excluded from the bargaining unit and are not covered by the terms of this Agreement except as provided for in provision 1.4.

1.4 The parties agree that employees in classification 2357, Instructional Faculty — Summer Session, shall be excluded from the bargaining unit except for:

a. probationary or tenured employees in another classification described in Appendix A, or;

b. temporary employees appointed for at least one (1) term in the previous academic year in a class described in Appendix A.

1.5 The parties agree that all department chairs and department heads shall be included in the bargaining unit.

1.6 The CSU shall notify CFA sixty (60) days prior to the effective date of (a) new classifications related to bargaining unit classifications or (b) revised bargaining unit classifications.

a. Prior to the effective date of a new classification, CFA may request a meeting with the CSU to discuss whether the new classification is appropriate for the bargaining unit. Such a meeting shall be held. The parties may mutually agree in writing to modify the unit to include the new classification. If the parties disagree as to the inclusion of a new classification in the bargaining unit, either party may seek a unit modification petition pursuant to the procedures established by PERB.

b. Prior to the effective date of a revised classification or inclusion of a new classification in the bargaining unit, CFA may request to meet and confer regarding the impact of the revised classification or a new classification on bargaining unit members.

## Article 2

## Definitions

2.1 Administrator — The term "administrator" as used in this Agreement refers to an employee serving in a position designated as management or supervisory in accordance with HEERA.

2.2 Agreement — The term "Agreement" as used in this Agreement means Articles 1 - 39 and the appendices.

2.3 Bargaining Unit — The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 1, Recognition, and the appendices.

2.4 Calendar Year — The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.

2.5 Campus — The term "campus" as used in this Agreement refers to one university or college and all its facilities which is a member institution of The California State University. The term "campus" shall also refer to the Office of the Chancellor, when appropriate.

2.6 Casual Employment Employee — The term "casual employment employee" as used in this Agreement refers to a bargaining unit member whose classification as found in Appendix A indicates casual employment employee.

2.7 CFA — The term "CFA" as used in this Agreement refers to the California Faculty Association or the exclusive representative or the Union.

2.8 CFA Representative — The term "CFA representative" as used in this Agreement refers to a faculty unit employee or CFA systemwide officers and staff who have been officially designated in writing as CFA representatives.

2.9 Chancellor — The term "Chancellor" as used in this Agreement refers to the chief executive officer of the CSU or his/her designee. The Office of the Chancellor is located at 400 Golden Shore, Long Beach, California 90802.

2.10 CSU — The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities and colleges. The term "CSU" shall also mean the "Employer."

2.11 Day — The term "day" as used in this Agreement refers to a calendar day. The time in which an act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is a holiday or other day on which the Employer is not regularly open for business, and then it is also excluded.

2.12 Department — The term "department" as used in this Agreement means the faculty unit employees within an academic department or other equivalent administrative unit.

2.13 Faculty Unit Employee — The term "faculty unit employee" or "employee" as used in this Agreement refers to a bargaining unit member who is a full-time faculty unit employee, part-time faculty unit employee, probationary faculty unit employee, tenured faculty unit employee, temporary faculty unit employee, coaching faculty unit employee, faculty employee, or library faculty unit employee.

a. Full-time Faculty Unit Employee — The term "full-time faculty unit employee" as used in this Agreement refers to a bargaining unit employee who is serving in a full-time appointment.

b. Part-time Faculty Unit Employee — The term "part-time faculty unit employee" as used in this Agreement refers to a bargaining unit employee who is serving in a less than full-time appointment or at a less than full-time timebase.

c. Probationary Faculty Unit Employee — The term "probationary faculty unit employee" as used in this Agreement refers to a full-time bargaining unit employee who has received a probationary appointment and is serving a period of probation.

d. Tenured Faculty Unit Employee — The term "tenured faculty unit employee" as used in this Agreement refers to a bargaining unit employee who has been awarded tenure.

e. Temporary Faculty Unit Employee — The term "temporary faculty unit employee" as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specified period of time.

f. Coaching Faculty Unit Employee — The term "coaching faculty unit employee" or "coach" as used in this Agreement refers to a bargaining unit employee in the following classifications: 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384.

g. Faculty Employee — The term "faculty employee" as used in this Agreement refers to a bargaining unit employee in the following classifications: 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2364, 2365, 2367, 2368, 2369, 2386, 2387, 2388, 2389, 2390, 2394, 2395, 2399, 2400, 2401, 2462, 2463, 2464, 2466, 2481, 2482, 2483, 2484.

h. Librarian Faculty Unit Employee — The term "librarian faculty unit employee" or "librarian" as used in this

Agreement refers to a bargaining unit employee in the following classifications: 2913, 2914, 2919, 2920, 2926, 2927.

2.14 Fiscal Year — The term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30.

2.15 HEERA — The term "HEERA" as used in this Agreement refers to the Higher Education Employer-Employee Relations Act, enacted in 1978 as Senate Bill 1091 (Berman), Chapter 744, Laws of 1978, Government Code Section 3560, et seq.

2.16 Parties — The term "parties" as used in this Agreement refers to the CSU and the California Faculty Association.

2.17 Personnel Action File — The term "Personnel Action File" as used in this Agreement refers to the one official personnel file containing employment information and information that may be relevant to personnel recommendations or personnel actions regarding a faculty unit employee. The term "Working Personnel Action File" as used in this Agreement refers to that portion of the Personnel Action File used during the time of periodic evaluation or performance review of a faculty unit employee.

2.18 President — The term "President" as used in this Agreement refers to the chief executive officer of a university or college or his/her designee. The term "President" shall also refer to the Chancellor or his/her designee, when appropriate.

2.19 Trustees — The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.

## Article 3

## Effect of Agreement

3.1 This Agreement constitutes the entire Agreement of the Trustees and the CFA, arrived at as a result of meeting and conferring. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an expressed written amendment to the Agreement. This Agreement supersedes all previous agreements, understandings, policies, and prior practices directly related to matters included within this Agreement. In the absence of any specific provisions in this Agreement, all CSU practices and procedures are at the discretion of the Employer. The

Employer shall provide notification to CFA at least thirty (30) days prior to the implementation of systemwide changes affecting the working conditions of faculty unit employees. Upon request of CFA, the CSU shall meet and confer with CFA on the demonstrable impact of such changes.

3.2 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as provided elsewhere in this Agreement, the CSU and the CFA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of the parties at the time that they negotiated or signed this Agreement.

## Article 4

## Savings Clause

4.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or governmental administrative agency having authority over its provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

4.2 No later than sixty (60) days after a written request by either party to meet and confer, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

## Article 5

## Management Rights

5.1 The CSU retains and reserves to itself, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated, or modified by this Agreement.

## Article 6

## Exclusive Representative's Rights

6.1 Upon request of CFA, the CSU shall provide at no cost adequate facilities not otherwise required for campus business for meetings of the CFA. The CFA shall be afforded access to the exisiting campus telephone system, at no cost to the CSU, contingent upon the ability of the system to accommodate such usage. The costs of installation and operation shall be borne by the CFA.

6.2 The CFA shall bear the cost of all campus supplies incident to any CFA meeting or CFA business conducted on campus.

6.3 Intra-campus mail service shall be available to CFA at no cost for official CFA communications. CFA shall package and label materials for convenient handling according to the normal specifications of the campus, which shall be communicated upon request from CFA. The identifier (CFA) shall appear on all materials sent through the campus mail service by CFA. Faculty unit employee mailboxes, if any, may be utilized by CFA for purposes of CFA communication to faculty unit employees.

6.4 CFA shall have the use of an adequate number of designated bulletin boards for the posting of CFA material. Such bulletin boards shall be visible, accessible to faculty unit employees, and in areas frequented by faculty unit employees.

6.5 A copy of CFA material posted on bulletin boards and CFA material intended for general distribution to faculty unit employees through the campus mail services shall be provided in a timely manner to the appropriate administrator. CFA should exercise responsibility for the content of such material.

6.6 CFA shall not interfere with campus programs, operations, or the work of faculty unit employees.

6.7 The CFA Chapter President shall officially represent CFA on each campus. The name of the CFA Chapter President and alternate shall be provided to the President.

6.8 The appropriate administrator shall as a courtesy be notified of the presence of a representative of CFA on official business who is not a campus employee either upon his/her arrival at the campus or by telephone in advance of arrival. The names of representatives of CFA who are non-CSU employees and the names of system-wide CFA officers shall be provided to the appropriate administrator.

6.9 Upon the request of CFA, the campus Personnel Office shall provide CFA at no cost a monthly list of all faculty unit employees newly appointed for at least ninety (90) days. Such a list shall contain the name and the department or equivalent unit of such a faculty unit employee.

6.10 The term "no cost" as used in this Article shall be exclusive of actual overtime costs or extraordinary clean-up costs incurred by the CSU in complying with the provisions of this Article. Such costs shall be borne by CFA. When the facility request is submitted and CFA inquires, the CSU shall inform the CFA whether or not costs shall be charged.

6.11 Upon the request of CFA, employee lists including those generated by PIMS and other public information shall be provided to CFA as soon as reasonably practicable. A faculty unit employee's home address shall be released to CFA except when that employee officially has informed the CSU that he/she wishes the home address withheld. The cost of such employee lists or public information shall be borne by CFA except as provided elsewhere in the Agreement.

6.12 Upon the request of CFA, the CSU shall grant in a timely manner union leave without loss of compensation. Such leaves shall be granted up to the equivalent of four (4) full-time positions per year.

a. Such leave may be partial or full-time and shall not exceed one (1) year. An employee on such leave shall continue to earn all campus service credit and retirement credit. Vacation time, holiday time, and sick leave shall not accrue during such leave. A faculty unit employee on such leave shall have the right to return to his/her former position upon expiration of the leave. Such leave shall not constitute a break in the faculty unit employee's continuous service for the purpose of salary adjustments, sick leave, vacation, or seniority.

b. The CSU shall be reimbursed by CFA for all compensation paid to the faculty unit employee on account of such leave and for any incidental costs. Reimbursement by CFA shall be made no later than thirty (30) days after receipt of the CSU certification of payment of compensation to the employee.

6.13 Each CFA campus Chapter President and each of four CFA statewide officers shall be granted a reduction in workload, without loss of compensation, of three (3) WTU on a semester campus, or four (4) WTU on a quarter campus, per academic term.

6.14 The CFA may request unpaid leaves of absence for a specified period of time for CFA-designated faculty unit employees.

6.15 The CSU shall print and provide to CFA four thousand five hundred (4500) copies of this Agreement. Additional copies requested by CFA prior to the time of initial printing shall be provided to CFA. CFA shall bear the cost of such additional copies.

6.16 A faculty unit employee shall not suffer reprisals for participation in CFA activities.

**Release Time for Negotiations**

6.17 The CSU agrees that members of the CFA negotiating team may request and shall be granted a reduction in workload during the academic term in which negotiations take place. Such reductions shall be considered partial difference in pay leaves and salaries shall be in accordance with Article 28, provision 28.3. The reduction will be calculated on the basis of fifteen (15) Weighted Teaching Units representing a full load.

6.18 Provisions 28.12 and 28.13 shall apply to such leaves.

6.19 The CFA shall reimburse the CSU by the amount of the required salary reduction for each member of the negotiating team. Such reimbursement shall be passed on to the employees as a part of their salary compensation.

6.20 For those members of the bargaining team whose normal assignments involve classroom teaching, the requested reduction shall be in increments which will facilitate course re-assignment.

6.21 The work assignments of members of the negotiating team shall be rescheduled so that involved individuals shall have Thursdays and Fridays free of work assignments during the academic term in which negotiations occur to facilitate attendance at bargaining sessions.

6.22 The foregoing shall be implemented only if the CFA notifies the CSU of the names of members of the bargaining team by May 1 of each year.

## Article 7

## CFA Security

7.1 Faculty unit employees shall be free to join or not to join CFA.

7.2 It is the intent of this Article to provide payroll deduction for CFA members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to deduct and transmit to CFA all authorized deductions from CFA members within the bargaining unit who have signed and approved authorization cards for such deduction on file with CFA.

7.3 The amount of dues deducted from CFA member's pay warrants shall be set by CFA and changed by the CSU upon written request of CFA.

7.4 CFA agrees to indemnify, defend, and hold the CSU harmless against any claim made of any nature and against any suit instituted against the CSU arising from its payroll deductions for CFA dues and deductions.

## Article 8

## Faculty Participation

8.1 Upon request of the CFA there may be convened a meeting with the President and a CFA representative. Such meetings may occur monthly at the request of either party, or more often by mutual agreement. The purpose of the meeting shall be to discuss topics of mutual interest to the university community. CFA shall submit an agenda of matters it seeks to discuss at the time of its request.

## Article 9

## Concerted Activities

9.1 During the life of this Agreement, faculty unit employees shall not engage in strikes or other concerted activity which would interfere with or adversely affect the operations or the mission of the CSU.

9.2 The CFA shall not promote, organize, or support any strike or other concerted activity.

9.3 The CFA shall endeavor to prevent faculty unit employees from participating in a concerted activity which would interfere with or adversely affect the operations or the mission of the CSU.

9.4 During the life of this Agreement, the CSU shall not lock out faculty unit employees.

## Article 10

## Grievance Procedure

10.1 The purpose of this Article is to provide a prompt and effective procedure for the resolution of disputes. The procedures hereinafter set forth shall, except for matters of discipline as set forth in Article 19 herein, be the sole and exclusive method for the resolution of disputes arising out of issues covered by this Agreement.

10.2 **Definitions**

As used herein:

a. The term "grievance" shall mean an allegation concerning a claimed violation, misapplication, or misinterpretation of a specific term or provision of this Agreement.

b. The term "grievant" shall mean an employee or group of employees alleging that they have been directly wronged by a violation, misapplication, or misinterpretation of a term or provision of this Agreement that confers rights upon them individually or as a group. The term "grievant" shall also mean the CFA when alleging a grievance on behalf of itself, or on behalf of a unit member or a group of unit members. The CFA shall not grieve on behalf of unit members who do not wish to pursue individual grievances.

c. The term "employee" in this Article shall mean a member of the bargaining unit.

d. The term "appropriate administrator" as used in this Article shall mean the individual who has been designated by the President to act pursuant to the procedures set forth in this Article.

e. The terms "respond" and "file" as used in this Article shall mean either personal delivery or delivery through the U.S. mail, certified mail return receipt requested. If personal delivery is used, the grievant or appropriate administrator shall provide a written receipt. If certified mail is used, the return receipt shall establish the date of delivery.

f. The term "faculty status matter" as used in this Article shall mean a dispute involving solely a decision not to reappoint, promote, or tenure.

10.3 **Grievance Forms**

a. All grievances, requests for review, or appeals shall be submitted in writing on the form attached to this Agree-

ment as Appendix F, and shall be signed by the grievant(s). Except for the initial filing of a grievance, if there is difficulty in meeting any time limit, a CFA representative may sign the grievance form for the grievant.

**b.** The appropriate administrator may refuse consideration of a grievance not filed on a grievance form required by this Article. In the event the potential grievant does not file on the prescribed form, the appropriate administrator shall provide the potential grievant with a copy of the appropriate form. Subsequent refiling utilizing the appropriate form shall take place within seven (7) days of receipt of the appropriate form.

**Level I — Formal**

10.4 A faculty unit employee who has a dispute pertaining to a faculty status matter as defined by provision 10.2f shall notify the President in writing of the dispute within twenty-one (21) days from the receipt of the negative decision. In all other matters, a grievant eligible to grieve pursuant to provision 10.2 of this Article may file a Level I grievance with the President no later than forty-two (42) days after the event giving rise to the grievance, or no later than forty-two (42) days after the grievant knew or reasonably should have known of the event giving rise to the grievance. The grievant shall state clearly and concisely on a grievance form:

a. the term(s) of the Agreement alleged to have been violated, misinterpreted, or misapplied;

b. a description of the grounds of the grievance including names, dates, places, times, necessary for complete understanding;

c. a proposed remedy;

d. the name, department or equivalent unit, address at which the grievant shall receive all correspondence relating to the grievance, position/classification of the grievant and his/her signature;

e. the name and address of the grievant's representative, if any; and

f. the date of submission.

g. If the grievance derives from an action or decision by the Chancellor's Office, the President and the CFA may agree that the grievance may be filed directly with the Chancellor's Office, at Level II.

10.5 a. The grievant may, in the written grievance, request the postponement of any action in processing the grievance formally for a period of up to twenty-five (25) days, during which period the grievant may pursue efforts to resolve the grievance informally and shall be entitled to a good faith review of the issue(s) presented. The initial postponement request shall be granted, and upon the grievant's further written request, additional twenty-five (25) day extensions shall be liberally granted unless to do so would seriously impede resolution of the grievance.

b. Upon request of the grievant during the postponement period(s), the President shall arrange an informal conference between the appropriate administrator and the grievant.

c. The grievant may at any time terminate the postponement period by giving written notice to the President that the grievant wishes to proceed with the Step 1 meeting provided for below. If the postponement period, or any extension thereof, expires without the filing of a request for a further postponement the grievance shall proceed to formal Step 1.

d. The grievant shall have the right to representation by CFA during attempts at informal resolution of the grievance.

e. An effort at informal resolution shall be mandatory for all faculty status matters as defined in Article 10.2. At the completion of a mandatory twenty-five (25) day period, or agreed-upon extensions thereof, unresolved faculty status matters shall be processed as provided for in provision 10.8.

10.6 Within fourteen (14) days after the Level I filing, the President shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location. The President shall respond in writing to the grievant no later than fourteen (14) days after the Level I meeting. Such response shall include a statement of reasons for any denial of the grievance.

10.7 If a grievance pertaining to a faculty status matter is not resolved to the grievant's satisfaction through informal efforts, the grievant may, no later than twenty-eight (28) days after receipt of the negative decision, request peer review or request of the CFA that the faculty status grievance be submitted to arbitration.

10.8 If the dispute presented pursuant to provision 10.4 above is not resolved and is a faculty status matter as defined in provision 10.2, the employee may elect either peer review of his/her complaint as described in provision 10.9 - 10.14 below, or arbitration as described in provision 10.18 - 10.19 below.

a. If the employee desires to elect arbitration he/she may request of the CFA that the faculty status matter be submitted to arbitration. Such a request shall be made no later than seven (7) days following conclusion of the informal resolution period. No later that twenty-one (21) days after conclusion of the informal resolution period the CFA may by written notice to the Office of the Chancellor submit the grievance to arbitration. In the event CFA does not submit a demand for arbitration, the employee may request peer review no later than seven (7) days from receipt of the CFA decision denying arbitration.

b. If the employee initially desires to elect peer review he/she may request peer review no later than twenty-eight (28) days from receipt of the negative decision. This election of options shall be final and binding.

**Peer Review**

10.9 The President shall establish a panel consisting of all full-time tenured employees who have served on committees that made recommendations on matters of appointment, reappointment, promotion or tenure and who have attained the rank of full professor or equivalent. No employee may be eligible for this panel if he/she has been directly involved with or a party to matters related to a complaint submitted by the employee to peer review.

10.10 The membership of the Peer Panel to review a specific faculty status matter shall be selected by lot from the panel established pursuant to provision 10.9 and consist of three (3) members and one (1) alternate.

10.11 The Peer Panel shall begin to review the faculty status matter within twenty-one (21) days of its selection by lot. The panel's review shall be limited to a consideration of the complainant's Personnel Action File; all written recommendations, rebuttals, and responses related to the faculty status matter; any written statement by the affected employee as to why his/her original review was inappropriate; and the Employer's written response to any allega-

tions made by the affected employee. Except for presentations of the complainant and the administrator, if the administrator chooses, the peer review will be made from the documents set forth in this section.

10.12 The preceeding set forth in 10.11 above shall not be open to the public and shall not be a hearing.

10.13 No later than forty (40) days after its selection, the Peer Panel shall submit to the President and the complainant a written report of its findings and recommendations. All written materials considered by the Peer Panel shall be forwarded to the President. When the panel has complied with this section, it shall be discharged of its duties.

10.14 The President shall consider the Peer Panel's recommendations and all forwarded materials and, no later than fourteen (14) days after receipt of the Peer Panel's report, notify the affected employee and the Peer Panel of his/her final decision, including the reasons therefor. Notification to the employee of the President's decision concludes the peer review procedure and such decision shall not be reviewable in any forum.

**Level II Appeal**

10.15 In the event the grievance is not settled to the grievant's satisfaction at Level I, the grievant may file a Level II grievance with the Office of the Chancellor no later than twenty-one (21) days after the Level I response. The grievant shall attach a copy of the previous grievance response together with any documents presented at that level.

10.16 A designated individual in the Office of the Chancellor and the representative of the grievant shall schedule a conference at the Office of the Chancellor for the purpose of reviewing the matter within fourteen (14) days of the Level II filing. The designated individual in the Office of the Chancellor shall respond no later than fourteen (14) days after the conference.

10.17 If the grievance has not been settled at Level II, or in the case of a faculty status matter not resolved at the informal level, then within forty-two (42) days after receipt of the decision at the previous level or the expiration of the time limits for making such decision, the CFA, upon the request of the grievant, may request arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the Office of the Vice Chancellor for Faculty and Staff Relations. Representation at arbitration shall be by CFA only.

10.18 **Arbitration**

Unless the specific language of the Agreement is in conflict, the arbitration procedure shall be conducted in accordance with the rules of the AAA, subject to the provisions below:

a. The parties shall meet within thirty (30) days of the execution of this Agreement to select a panel of ten (10) members to serve as arbitrators for contract grievances arising under this Agreement. Within thirty (30) days of the execution of this Agreement, the Office of General Counsel and CFA shall meet to select a panel of ten (10) members to serve as arbitrators in faculty status grievances arising under this Agreement. If no agreement is reached on either panel prior to or within sixty (60) days after the execution of this Agreement, the parties shall designate the arbitrators for that category of grievances in accordance with the AAA Voluntary Labor Arbitration Rules until agreement on a panel is reached. The panel members shall be designated to serve in alphabetical rotation, provided the next panel member reached has an available hearing date within sixty (60) days of notification. The parties may add or delete panel members by mutual notification.

b. Either party to the Agreement may preemptorily challenge one member on each panel at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a new mutually acceptable replacement.

c. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented by the parties in the hearing and upon any post-hearing briefs.

d. The arbitrator shall have no authority to add to, subtract from, modify, or amend the provisions of this Agreement.

e. The authority of an arbitrator with respect to granting appointment, reappointment, promotion, or tenure shall be as follows:

   In cases involving appointment, reappointment, promotion, or tenure, the arbitrator shall recognize the importance of the decision not only to the individual in terms of his/her livelihood, but also the importance of the decision to the institution involved.

   The arbitrator shall not find that an error in procedure will overturn an appointment, reappointment, promotion, or tenure decision on the basis that proper procedure has not been followed unless:

1. there is clear and convincing evidence of a procedural error; and
2. that such error was prejudicial to the decision with respect to the grievant.

The normal remedy for such a procedural error will be to remand the case to the decision level where the error occurred for reevaluation, with the arbitrator having authority in his/her judgment to retain jurisdiction.

An arbitrator shall not grant appointment, reappointment, promotion or tenure except in extreme cases where it is found that:

1. the final campus decision was not based on reasoned judgment;
2. but for that, it can be stated with certainty that appointment, reappointment, promotion, or tenure would have been granted; and
3. no other alternative except that remedy has been demonstrated by the evidence as a practicable remedy available to resolve the issue.

The arbitrator shall make specific findings in his/her decision as to the foregoing.

In the event the CSU seeks to vacate an arbitration award in the manner prescribed by the California Code of Civil Procedure, the court may, among the other matters it considers, determine whether or not the arbitrator has exceeded his/her authority with respect to the foregoing.

f. A final decision or award of the arbitrator shall be made within thirty (30) calendar days after the close of the hearing. Such decision or award shall be binding upon the CFA, the CSU, and the employee(s) affected thereby.

g. The cost of the arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

h. The standard of review for the arbitrator in other than faculty status cases is whether the CSU violated, misapplied, or misinterpreted a specific term(s) of this Agreement.

i. The CFA and the CSU may mutually agree to invoke the "Streamlined Labor Arbitration Rules" of the AAA for the

hearing of a case. Said election shall be made at the time of appeal pursuant to provision 10.17.

1. Within ten (10) days from the date the hearing is closed, the arbitrator shall issue to the parties a written award stating his/her decision on the issue(s) submitted. Copies of the award shall be provided to the parties. The award shall be final and binding on the CFA, the CSU, and the employee(s) affected thereby.

2. At the request of either party, the arbitrator shall provide a complete written rationale for his/her award including findings, reasons, and conclusions on the issue(s) submitted no later than thirty (30) days after the award is issued. Copies of this rationale for the award shall be provided to the parties.

3. The written rationale for the award shall be considered part of the award for the purpose of appeal and the statutory period for appeal shall be considered to commence upon receipt of the rationale from the arbitrator.

j. If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.

k. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred.

10.19 **General Provisions**

a. Wherever a time limit is provided by this Article, the participants at that level may extend the period by mutual consent in writing. However, the time limit for filing the initial grievance at Level I may only be extended by the Office of the Chancellor. It is understood that the purpose of the procedure is to resolve grievances promptly and that extensions shall be sought only for good cause.

b. When meetings, conferences, or arbitration hearings are held under this Article, employees who are entitled to attend or who are called as witnesses by a party, shall be excused for that purpose from other duties without

penalty, provided that arrangements are made for coverage of the employee's duties.

c. No reprisals shall be taken against any employee for the filing and processing of any grievances.

d. Except for good cause shown, only those events, issues, and sections of this Agreement cited in the initial filing at Level I may be considered at subsequent levels.

e. A failure to grant promotion due to a lack of available funds shall not be grievable.

f. After the grievance has been filed at Level I, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance at Levels I and II, provided that such release time shall not conflict with any scheduled classes and office hours.

10.20 Upon failure of the Employer or its representatives to provide a decision within the time limits provided in this Article, the grievant or CFA, where appropriate, may appeal to the next step. Upon the failure of the grievant or CFA, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

10.21 In cases where it is necessary for the grievant or his/her representative to have information for the purpose of investigating a grievance, the grievant or his/her representative shall make a written request for reasonably specific information to the appropriate administrator. The grievant or his/her representative shall have the right to receive such information not defined as confidential or personal pursuant to the Information Practices Act of 1977 or HEERA, which would assist in adjusting the grievance.

10.22 A decision to submit a grievance to arbitration shall be a waiver of all other remedies except as provided otherwise by statute.

10.23 A grievance settled prior to arbitration shall not set a precedent.

10.24 A grievance may be withdrawn at any time. The grievant shall not file any subsequent grievance on the basis of the same event.

10.25 The CSU and CFA may mutually agree to consolidate grievances on similar issues at any level.

10.26 CFA shall have the exclusive right to represent any employee in grievances filed hereunder provided, however, that at Levels I and II, employees may represent themselves or be represented by an individual of their choice. If an employee elects not to be represented by CFA, the appropriate administrator shall inform CFA in writing of the grievance in a timely manner. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement. The CSU will not agree to a resolution of the grievance until the CFA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

10.27 The parties agree that all grievance files and/or the content of grievance meetings shall be confidential. Grievance records shall be kept in a file separate from the grievant's Personnel Action File.

10.28 Time limits shall be considered tolled where personnel are unavailable due to illness, vacations, or professional reasons.

**Grievance Administration**

10.29 From time to time, the CFA Central Office and the Office of the Chancellor shall compare grievance records for the purpose of developing and maintaining a common system-wide grievance docket.

10.30 Grievance rights pursuant to this Article shall not be curtailed on the last date of employment if said grievance rights are exercised in accord with provision 10.4 of this Article and such other filing requirements as may apply.

10.31 If a grievance derives from an action of the Chancellor's Office, the President and the grievant may agree to file the grievance directly at Level II.

## Article 11

## Personnel Files

11.1 **Personnel Action File**

The Personnel Action File shall be defined as the one (1) official personnel file for employment information and information that may be relevant to personnel recommendations or personnel actions regarding a faculty unit employee. For each faculty unit employee, the President shall designate an office in which the Personnel Action File shall be maintained and shall designate a custodian for the Personnel Action File. It is the intent of the CSU to maintain

accurate and relevant Personnel Action Files. There may be copies of material contained in the official file in other working files for the convenience of the Employer. Only the official Personnel File may be used as the basis of personnel actions.

11.2 A faculty unit employee shall have the right to submit additional material to his/her Personnel Action File and shall have the right to submit a written rebuttal to any material in his/her Personnel Action File.

11.3 Any material identified by source may be placed in the Personnel Action File. Identification shall indicate the author, the committee, the campus office, or the name of the officially authorized body generating the material.

11.4 The faculty unit employee shall be provided with a copy of any material to be placed in the Personnel Action File at least five (5) days prior to such placement. This provision shall not apply to material referenced in the Temporary Suspension or Disciplinary Action Procedure Articles of this Agreement.

11.5 Materials for evaluation submitted by a faculty unit employee shall be deemed incorporated by reference in the Personnel Action File, but need not be physically placed in the file. An index of such materials shall be prepared by the faculty unit employee and submitted with the materials. Such an index shall be permanently placed in the Personnel Action File. Materials incorporated by reference in this manner shall be considered part of the Personnel Action File for the actions set forth in provision 11.6 of this Article. Indexed materials may be returned to the faculty unit employee.

11.6 During the time of periodic evaluation and performance review of a faculty unit employee, the Working Personnel Action File, which includes all information, materials, recommendations, responses and rebuttals, shall be incorporated by reference into the Personnel Action File.

11.7 Personnel recommendations or decisions relating to retention, tenure, promotion, or termination based upon work performance, or any other personnel action* shall be based on the Personnel Action File. Should the President make a personnel decision on any basis not directly related to the professional qualifications, work performance, or personal attributes of the individual faculty member in question, those reasons shall be reduced to writing and entered into the Personnel Action File and shall be immediately provided the faculty member.

*For the purposes of this section, course assignments shall not be considered personnel actions. However, course assignments shall not be punitive in nature.

11.8 A faculty unit employee shall have the right of access to all material in his/her Personnel Action File, exclusive of pre-employment materials. A faculty unit employee shall have access to pre-employment materials in instances in which such materials are used in subsequent personnel actions other than appointments.

11.9 A faculty unit employee may request an appointment(s) for the purpose of inspecting his/her Personnel Action File. Such appointment(s) shall be scheduled promptly during normal business hours. The manner of inspection shall be subject to reasonable conditions. The faculty unit employee shall have the right to have another person of the employee's choosing accompany him/her to inspect the Personnel Action File.

11.10 Following receipt of a faculty unit employee's written request, the appropriate administrator shall, within fourteen (14) days of the request, provide a copy of all requested materials. The faculty unit employee may be required to bear the cost of duplicating such materials.

11.11 If, after examination of the Personnel Action File, the faculty unit employee believes that any portion of the file is not accurate, he/she may request in writing a correction of the material or a deletion of a portion of the material, or both. Such a request shall be addressed to the custodian of the file, with copies to the appropriate faculty committee, if such material was generated by a faculty committee, and the appropriate administrator. The request shall include a written statement by the faculty unit employee describing corrections and/or deletions that he/she believes should be made, and the facts and reasons supporting such request. Such request shall become part of the Personnel Action File, except in those instances in which the disputed material has been removed from the file.

11.12 If the request is denied by the custodian of the file, the faculty unit employee shall have a right to submit the request to the President no later than seven (7) days after the date of such a denial. Within twenty-one (21) days of receipt of such request of the President, the President shall provide a written response to the faculty unit employee. If the President grants the request, the record shall be corrected or the deletions made, and the faculty unit employee shall be sent a written statement to that effect. If the Presi-

dent denies the request, the response shall include the reason(s) for denial.

11.13 The Personnel Action File shall be held in confidence. Access to a faculty unit employee's Personnel Action File shall be limited only to persons with official business. The custodian shall log all instances of access to a Personnel Action File. Such a log record shall be a part of the Personnel Action File.

11.14 The Personnel Action File shall indicate the location of other records regarding a faculty unit employee kept on the campus to which the faculty unit employee has access in accordance with statute.

11.15 Campus medical records and campus police records shall not be subject to this Article.

## Article 12

## Appointment

12.1 After considering the recommendations, if any, of the department or equivalent unit and the appropriate administrator, appointments of employees shall be made by the President. Appointments may be temporary, probationary, or tenured. Appointments shall be made through written notification by the President. No employee shall be deemed appointed in the absence of an official written notification from the President. An initial appointment may be made jointly in more than one academic department or equivalent unit. The President shall determine the proportion of assignment of activity for individuals holding joint appointments. The proportion of such an assignment may be changed by the President during the duration of the joint appointment.

12.2 Official notification to an employee of an appointment shall include the beginning and ending dates of appointment, classification, timebase, salary, rank when appropriate, employee status, assigned department or equivalent unit, and other conditions of employment.

**Temporary Appointments**

12.3 Temporary appointments may be for periods of a semester, a quarter, parts of a year, or one (1) or more years. Following two (2) semesters or three (3) quarters of consecutive employment within an academic year, a part-time temporary employee offered appointment to a similar assignment

in the same department or equivalent unit at the same campus shall receive a one (1) year appointment. Such appointment shall be subject to the limitations stated in provision 12.5.

12.4 The official notification to a temporary employee shall also indicate that appointments automatically expire at the end of the period stated and do not establish consideration for subsequent appointments or any further appointment rights. No other notice shall be provided.

12.5 An appointment for a less than full-time temporary employee may be on a conditional basis. The conditions established at the time of appointment may relate to enrollment and budget considerations. If a class is cancelled, the temporary employee shall be paid for class hours taught. Classes may be cancelled any time prior to the third class meeting.

12.6 Full-time temporary employees shall not be appointed on a conditional basis.

12.7 Each department or equivalent unit shall maintain a list of temporary employees who have been evaluated by the department or equivalent unit. If such an employee applies for a position in that department or equivalent unit or applicant pool for that department or equivalent unit, the faculty unit employee's previous periodic evaluations and his/her application shall receive careful consideration. If a temporary employee applies for a subsequent appointment and does not receive one, his/her right to file a grievance shall be limited to allegations of a failure to give careful consideration. Such a grievance would constitute an allegation of a contractual violation and would not be a "Faculty Status Matter" as defined in Article 10 of this Agreement.

12.8 Appointment of a temporary employee in consecutive academic years to a similar assignment in the same department or equivalent unit shall require the same or higher salary placement as in his/her previous appointment.

12.9 Upon completion of twenty-four (24) academic units or the quarter equivalent in the same department or equivalent unit, temporary employees may request consideration for step movement on the salary schedule.

**Probationary Appointments**

12.10 Initial probationary appointments and subsequent probationary appointments may be for a period of one (1) or more years. Initial probationary appointments commencing at a time other than the beginning of the academic year (i.e.,

winter or spring quarter or spring semester) shall last until the end of the succeeding academic year.

12.11 Recommendations regarding probationary appointments shall originate at the department or equivalent unit. Probationary appointment procedures shall include the following:

a. Each department or equivalent unit shall elect a peer review committee of tenured employees for the purpose of reviewing and recommending individuals for probationary appointments.

b. Each departmental peer review committee recommendation report shall be approved by a simple majority of the committee casting a vote. An abstention shall count as a negative vote.

12.12 Probationary appointments are normally made at the Assistant Professor or equivalent librarian rank. The President may appoint an employee at a higher rank on the determination of merit consistent with provision 12.11.

**Appointment at Another Campus**

12.13 An employee may apply for appointment at another campus in his/her field of expertise.

12.14 An employee shall not be involuntarily appointed at another campus within the CSU.

**Vacancy Announcements**

12.15 Vacancy announcements of probationary positions shall be widely disseminated. Employees shall be informed of the location where all vacancy announcements for tenure-track positions from all campuses may be examined.

12.16 Vacancy announcements of temporary employee positions shall be available on the campus where such vacancies may exist. Employees and the CFA shall be notified of the location where such vacancy announcements may be examined.

12.17 The department or equivalent unit shall normally develop vacancy announcements. Such announcements shall be subject to approval by the appropriate administrator.

## Article 13

## Probation and Tenure

**Probationary Period**

13.1 The term probationary faculty unit employee refers to a full-time faculty unit employee appointed with probationary status and serving a period of probation.

13.2 A probationary period is the period of service, prior to the granting or denial of tenure, credited to a faculty unit employee who has received a probationary appointment.

13.3 The normal period of probation shall be a total of six (6) years of full-time probationary service and credited service, if any. Any deviation from the normal six (6) year probationary period shall be the decision of the President following his/her consideration of recommendations from the department or equivalent unit and appropriate administrator(s). This provision shall not affect the probationary period of faculty unit employees appointed prior to October 1, 1983.

13.4 The President, upon recommendation by the affected department or equivalent unit, may grant to a faculty unit employee at the time of initial appointment to probationary status up to two (2) years service credit for probation based on previous service at a postsecondary education institution, previous full-time CSU employment, or comparable experience.

13.5 The timelines for evaluation of probationary faculty unit employees shall be announced by the President after consideration of recommendations, if any, of the appropriate faculty committee(s).

13.6 A year of service for a faculty unit employee in an academic year position is two (2) consecutive semesters or three (3) consecutive quarters of employment within an academic year. For an academic year faculty unit employee at a campus with a quarter system year-round operation (QSYRO), however, a year of service is any three (3) quarters in a period of four (4) consecutive quarters. A year of service for a faculty unit employee in a twelve (12) month position is any consecutive twelve (12) months of full-time employment. A year of service for a faculty unit employee in a ten (10) month position is ten (10) months of full-time employment within a twelve (12) month period of time. The ten (10) months of required service for each twelve (12) month period shall be determined by the President upon appointment of the faculty unit member. For the purpose of calcu-

lating the probationary period, a year of service commences with the first fall term of appointment.

.7 A faculty unit employee's probationary period may be extended by the President for an additional year when such faculty unit employee is on Worker's Compensation, Industrial Disability Leave, Nonindustrial Disability Leave, leave without pay, or paid sick leave for more than one (1) semester or two (2) consecutive terms.

.8 A faculty unit employee's application for Worker's Compensation, Industrial Disability Leave, or Nonindustrial Disability Leave shall not affect determinations regarding the award of tenure.

.9 A probationary faculty unit employee shall be subject to a Performance Review pursuant to Article 15, Evaluation, for the purpose of retention.

.10 The President shall review and consider the Performance Review recommendations and relevant material and make a final decision on retention.

.11 The President shall notify a probationary faculty unit employee who has served fewer than two (2) years of probation of the final decision on retention no later than February 15.

.12 The President shall notify a probationary faculty unit employee who has served more than two (2) years of probation of a final decision on retention, appointment with tenure, or a terminal year appointment no later than June 1. Official notification to a probationary faculty unit employee of a terminal year appointment shall indicate that the faculty unit employee has no further appointment rights. Terminal year appointments shall be limited to probationary faculty unit employees who have served a minimum of three (3) years of probation.

**enure**

.13 A faculty unit employee awarded tenure at a campus has the right to continued permanent employment at the campus as a faculty unit employee except when such employment is voluntarily terminated or is terminated by the Employer pursuant to this Agreement or law.

.14 A probationary faculty unit employee shall be subject to a Performance Review for the purpose of award of tenure, pursuant to the Performance Review provision in Article 15, Evaluation.

13.15 The President shall review the Performance Review recommendations and relevant material and make a final decision as to the award or denial of tenure to a probationary faculty unit employee. For probationary employees holding a joint appointment in more than one (1) department or equivalent unit, the President shall make a single decision regarding retention and tenure.

13.16 The President may award tenure to any individual, including one whose appointment and assignment is in an administrative position, at the time of appointment. Appointments with tenure shall be made only after an evaluation and recommendation by the appropriate department. Criteria and standards for such recommendations shall be those established in accordance with procedures on that campus.

13.17 The President shall officially notify the probationary faculty unit employee of the final decision on the award or denial of tenure no later than June 1. The lack of official notice shall not result in the award of tenure. If tenure is denied, the President shall notify the faculty unit employee by June 1 of a subsequent probationary appointment or a terminal year appointment. Terminal year appointments shall be limited to probationary faculty unit employees who have served a minimum of three (3) years. Official notification to a faculty unit employee of the denial of tenure shall include the statement that he/she has no further reemployment rights.

13.18 The President may award tenure to a faculty unit employee before the normal six (6) year probationary period.

13.19 Tenure shall be effective at the beginning of the academic year succeeding the year in which tenure is awarded.

## Article 14

## Promotion

14.1 Promotion shall be the advancement of a probationary or tenured faculty unit employee who holds academic or librarian rank to a higher academic or librarian rank.

14.2 A probationary faculty unit employee shall not normally be promoted during probation. However, a faculty unit employee in the rank of instructor or librarian equivalent may be considered for promotion after completing one (1) year of service in rank. Probationary faculty unit employees shall not be promoted beyond the rank of Associate. A probationary faculty unit employee shall normally be considered for promotion at the same time he/she is considered for tenure.

14.3 Promotion of a tenured faculty unit employee shall normally be considered after he/she has been granted four (4) MSAs on the appropriate salary schedule in Article 31 and/or Appendix C or has reached the maximum salary for a given rank. This provision shall not apply if the faculty unit employee requests in writing that he/she not be considered.

14.4 In some circumstances, a faculty unit employee may, upon application and with a positive recommendation from his/her department or equivalent unit, be considered for promotion to professor or librarian equivalent prior to having been granted four (4) MSAs.

14.5 Timelines for the promotion process shall be announced by the President after consideration of the recommendations, if any, of the appropriate faculty committee(s). Promotion applications shall not normally be accepted after the announced timeline for applications.

14.6 Faculty unit employees shall be subject to a Performance Review for the purposes of promotion, pursuant to Article 15, Evaluation.

14.7 Prior to the final decision, candidates for promotion may withdraw without prejudice from consideration at any level of review.

14.8 The President shall review and consider the Performance Review recommendations, relevant material and information, and the availability of funds for promotion. The President shall make a final decision on promotion. For individuals holding a joint appointment in more than one (1) department or equivalent unit, the President shall make a single decision regarding promotion.

14.9 The President shall notify the faculty unit employee in writing of the final decision on the promotion no later than June 15. Such response shall include the reasons for approval or denial and shall indicate the effective date of the promotion, if any.

## Article 15

## Evaluation

### General Provisions

15.1 The term "evaluation" as used in this Article shall refer to either a Periodic Evaluation or a Performance Review.

15.2 Faculty unit employees, students, academic administrators, and the President may contribute information to the evalua-

tion of a faculty unit employee. Information submitted by the faculty unit employee and by academic administrators may include statements and opinions about the qualifications and work of the employee provided by other persons identified by name. Only tenured full-time faculty unit employees and academic administrators may engage in deliberations and make recommendations to the President regarding the evaluation of a faculty unit employee.

15.3 Evaluation criteria and procedures shall be made available to the faculty unit employee and to the evaluation committee and the academic administrators prior to the commencement of the evaluation process. Once the evaluation process has begun, there shall be no changes in criteria and procedures used to evaluate the faculty unit employee during the evaluation process.

15.4 The appropriate faculty unit committee may recommend timelines for conducting evaluations. All evaluations shall be conducted and completed within the period of time specified by the President. The Working Personnel Action File shall be forwarded in a timely manner to the next level of review.

15.5 At all levels of review, before recommendations are forwarded to a subsequent review level, faculty unit employees shall be given a copy of the recommendation and the written reasons therefor. The faculty unit employee may submit a rebuttal statement or response in writing and/or request a meeting be held to discuss the recommendation within seven (7) days following receipt of the recommendation. A copy of the response or rebuttal statement shall accompany the Working Personnel Action File and also be sent to all previous levels of review. This section shall not require that evaluation timelines be extended.

15.6 Administrative Level Reviews shall be conducted by the appropriate administrators.

15.7 The Working Personnel Action File shall be forwarded to the President who shall review and consider all materials thus submitted.

15.8 The Working Personnel Action File shall be defined as that file specifically generated for use in a given evaluation cycle. That file shall include all required forms and documents, all information specifically provided by the employee being evaluated, and information provided by faculty unit employees, students, academic administrators. It shall also include all faculty and administrative level evaluations recommendations from the current cycle, and all rebuttal statements and responses submitted.

15.9 Materials for evaluation submitted by a faculty unit employee shall be deemed incorporated by reference in the Personnel Action File, but need not be physically placed in the file. An index of those materials shall be prepared by the faculty unit employee at the beginning of the cycle and submitted with the materials. That index shall be permanently placed in the Personnel Action File and appropriately updated to reflect any material added to the file during the course of the evaluation cycle. Materials incorporated by reference in this manner shall be considered part of the Personnel Action File for the actions set forth in provision 15.12c of this Article. Indexed materials shall be returned to the faculty unit employee.

15.10 Deliberations pursuant to this Article shall be confidential.

15.11 Recommendations pursuant to this Article shall be confidential except that the affected faculty unit employee, appropriate administrators, the President, and the peer review committee members shall have access to written recommendations.

15.12 a. Prior to the beginning of the review process, the faculty unit employee subject to review shall be responsible for the identification of materials he/she wishes to be considered and for the submission of such materials as may be accessible to him/her. Evaluating committees and administrators shall be responsible for identifying and providing materials relating to evaluation not provided by the employee.

b. A specific deadline before the recommendation is made at the first level of evaluation shall be established by campus policy at which time the Personnel Action File is declared complete with respect to documentation of performance for the purpose of evaluation.
Insertion of material after the date of this declaration must have the approval of a peer review committee designated by the campus and shall be limited to items that became accessible after this declaration. Material inserted in this fashion shall be returned to the initial evaluation committee for review, evaluation and comment before consideration at subsequent levels of review. If, during the review process, the absence of required evaluation documents is discovered, the Working Personnel Action File shall be returned to the level at which the requisite documentation should have been provided. Such materials shall be provided in a timely manner.

c. Personnel recommendations or decisions relating to retention, tenure, or promotion or any other personnel action* shall be based on the Personnel Action File. Should the President make a personnel decision on any basis not directly related to the professional qualifications, work performance, or personal attributes of the individual faculty member in question, those reasons shall be reduced to writing and entered into the Personnel Action File and shall be immediately provided the faculty member.

d. A request for an external review of materials submitted by a faculty unit employee may be initiated at any level of review by any party to the review. Such a request shall document (1) the special circumstances which necessitate an outside reviewer, and (2) the nature of the materials needing the evaluation of an external reviewer. The request must be approved by the President with the concurrence of the faculty unit employee.

*For the purposes of this section, course assignments shall not be considered personnel actions. However, course assignments shall not be punitive in nature.

15.13 The periodic or performance review for individuals holding a joint appointment in more than one (1) academic department or equivalent unit shall be conducted by each department in which the individual holds an appointment or in accordance with campus procedures may be conducted by a committee with representation from each department in which the individual holds an appointment.

**Process for Student Evaluations of Teaching**

15.14 Written student questionnaire evaluations shall be required for all faculty unit employees who teach. A minimum of two (2) classes annually for each faculty unit employee shall have such written student evaluations. Student evaluation shall be conducted in classes representative of the faculty unit employee's teaching assignment. The results of these evaluations shall be placed in the faculty unit employee's Personnel Action File. Unless consultation with an academic unit has resulted in an agreement by the administration and faculty to evaluate all classes, the classes to be evaluated shall be jointly determined in consultation between the faculty unit employee being evaluated and his/her department chair. In the event of disagreement, each party shall select 50% of the total courses to be evaluated.

15.15 Students may, with the concurrence of the department and administrator, be provided an opportunity to consult with the department peer review committee.

15.16 a. Student evaluations collected as part of the regular student evaluation process shall be anonymous and identified only by course and/or section. The format of student evaluations shall be quantitative (e.g., "Scantron" form, etc.) or a combination of quantitative and qualitative (e.g., space provided on the quantitative form for student comments).

b. Any student communications or evaluations provided outside of the regular evaluation process must be identified by name to be included in a Personnel or Personnel Action File.

**Periodic Evaluation**

15.17 A periodic evaluation of a faculty unit employee shall normally be required for the following purposes:

a. Evaluation of temporary faculty unit employees (see 15.20 - 15.23).

b. Evaluation of probationary faculty unit employees who are not subject to a Performance Review (see 15.24 - 15.27).

c. Evaluation of tenured faculty unit employees who are not subject to a Performance Review for promotion (see 15.28 - 15.30).

15.18 Periodic evaluation procedures shall be approved by the President after consideration of recommendations from the appropriate faculty committee(s). Such procedures shall, for tenure-track faculty unit employees who teach, include, but not be limited to, student evaluations of teaching performance, peer reviews and administrative reviews. Department chairs may make recommendations as a part of the periodic evaluation process. If such a separate recommendation is to be made the chair shall not participate as a member of the department peer committee.

15.19 The result of each stage of the periodic evaluation process shall be a written statement. Such statement with written rationale shall be placed in the Personnel Action File of the faculty unit employee in accordance with Article 11, Personnel Files.

**Periodic Evaluation of Temporary Faculty Unit Employees**

15.20 Full-time temporary faculty unit employees appointed for two (2) or more semesters or three (3) or more quarters, regardless of a break in service, must be evaluated in accordance with the periodic evaluation procedure. This evaluation shall include student evaluations of teaching performance for those with teaching duties, peer review by a committee of the department or equivalent unit, and evaluations by appropriate administrators.

15.21 Part-time temporary faculty unit employees appointed for two (2) or more semesters or three (3) or more quarters, regardless of a break in service, shall be evaluated in accordance with the periodic evaluation procedure. Such evaluations shall include student evaluations of teaching performance for those with teaching duties, evaluations by appropriate administrators and/or department chair, and an opportunity for peer input from the department or equivalent unit.

15.22 A temporary faculty unit employee appointed for one (1) semester or two (2) quarters or less shall be evaluated at the discretion of the department chair, the appropriate administrator, or the department or equivalent unit. The employee may request that an evaluation be performed.

15.23 A written record of periodic evaluation shall be placed in the temporary faculty unit employee's Personnel Action File. The temporary faculty unit employee shall be provided a copy of the written record of the evaluation.

**Periodic Evaluation of Probationary Faculty Unit Employees**

15.24 If a probationary faculty unit employee is subject to a Performance Review as provided for in this Article, the Performance Review shall serve as the evaluation of the probationary faculty unit employee.

15.25 In an academic year or work year in which a probationary faculty unit employee is not subject to a Performance Review for retention, the probationary faculty unit employee shall be subject to periodic evaluation.

15.26 Periodic evaluations shall be conducted by the peer review committee of the department or equivalent unit, and the appropriate administrator. There shall be consideration of student evaluations of teaching performance, when teaching duties have been assigned and student evaluations are available.

15.27 A written record of a periodic evaluation shall be placed in the probationary faculty unit employee's Personnel Action File. A probationary faculty unit employee shall be provided a copy of the written record of the periodic evaluation.

**Periodic Evaluation of Tenured Faculty Unit Employees**

15.28 For the purpose of maintaining and improving a tenured faculty unit employee's effectiveness, tenured faculty unit employees shall be subject to periodic performance evaluations at intervals of no greater than five (5) years. Such periodic evaluations shall be conducted by a peer review committee of the department or equivalent unit, and the appropriate administrator. For those with teaching responsibilities, consideration shall include student evaluations of teaching performance.

15.29 A tenured faculty unit employee shall be provided a copy of the peer committee report of his/her periodic evaluation. The peer review committee chair and the appropriate administator shall meet with the tenured faculty unit employee to discuss his/her strengths and weaknesses along with suggestions, if any, for his/her improvement.

15.30 A copy of the peer committee's and the appropriate administrator's summary reports shall be placed in the tenured faculty unit employee's Personnel Action File.

**Performance Review**

15.31 A Performance Review of a faculty unit employee shall normally be required for the following purposes:
- a. retention of a probationary faculty unit employee;
- b. award of tenure; and
- c. promotion.

15.32 A Performance Review shall consist of a minimum of the following reviews:
- a. evaluations of teaching performance, if the faculty unit employee teaches;
- b. peer reviews; and
- c. administrative reviews.

15.33 a. Performance Review procedures shall be approved by the President after consideration of the recommendations of appropriate faculty committee(s).

b. Department chairs may make separate recommendations. Such recommendations shall be forwarded to subsequent levels of review. If the chair makes a separate recommendation, he/she shall not participate as a member of the peer committee.

**Recommendation Process for Performance Review**
**General Provisions**

15.34 The probationary and tenured faculty unit employees of the department or equivalent unit shall elect a peer review committee of tenured full-time faculty unit employees for the purpose of reviewing and recommending faculty unit employees who are being considered for retention, award of tenure, and promotion. Probationary and tenured faculty unit employees shall elect tenured full-time faculty unit employees to serve on higher level peer review committee(s). When there are insufficient eligible members to serve on the peer committee, the department shall elect members from a related academic discipline(s).

15.35 A faculty unit employee shall not serve on more than one (1) committee level of peer review.

15.36 In promotion considerations, peer review committee members must have a higher rank/ classification than those being considered for promotion. Faculty unit employees being considered for promotion are ineligible for service on promotion or tenure peer review committees.

15.37 Department and higher level peer review committee(s) may rank-order faculty unit employees recommended for promotion. The end result of a promotion ranking shall serve as a recommendation to the President.

15.38 Each peer review committee evaluation report and recommendation shall be approved by a simple majority of the membership of that committee.

15.39 The end product of each level of a Performance Review shall be a written recommendation. Such recommendation(s) shall be placed in the Working Personnel Action File of the candidate.

15.40 If any stage of a Performance Review has not been completed within the specified period of time, the Performance Review(s) shall be automatically transferred to the next level of review or appropriate administrator and the faculty unit employee shall be so notified.

15.41 The President shall issue a decision regarding retention, award of tenure, or promotion. Such a decision shall be in writing and shall include the reasons for the decision. A copy of the decision shall be provided to the affected faculty unit employee and all levels of review. A copy of the decision shall be placed in the faculty unit employee's Personnel Action File.

## Article 17

## Temporary Suspension

17.1 When the President determines that there exists strong and compelling evidence, the President may temporarily suspend with pay a faculty unit employee for reasons related to (a) the safety of persons or property, (b) the disruption of programs and/or operations, or (c) investigation for formal notice of disciplinary action.

17.2 The President shall notify the faculty unit employee of the immediate effect of a temporary suspension.

17.3 The President may terminate or extend a temporary suspension and shall so notify the faculty unit employee.

17.4 Unless earlier terminated by the President, a temporary suspension, including any extension of a temporary suspension, shall automatically terminate upon the service of formal notice of disciplinary action or thirty (30) days after its commencement, whichever first occurs. The thirty (30) day period may be extended for a specific period of time by mutual agreement of the President and the employee.

## Article 18

## Reprimands

18.1 A faculty unit employee may receive from an appropriate administrator an oral and/or written reprimand.

18.2 A faculty unit employee shall be provided with a copy of a written reprimand at least five (5) days prior to the possible placement of such a reprimand in the faculty unit employee's Personnel Action File.

18.3 A faculty unit employee may request a conference with the appropriate administrator who issued the reprimand to discuss the reasons for reprimand. Such a request shall not be unreasonably denied. The faculty unit employee may be represented at such a conference by another faculty unit employee or a CFA representative.

18.4 The appropriate administrator may at any time retract a reprimand or modify a reprimand. The appropriate administrator shall notify the faculty unit employee of such retractions or modifications.

18.5 A written reprimand shall be placed in the official personnel file of the affected faculty unit employee and shall be subject to Article 11, Personnel Files.

18.6 The faculty unit employee shall have the right to attach a rebuttal to a written reprimand and/or request correction of the record pursuant to Article 11, Personnel Files.

18.7 Upon the faculty unit employee's request, and four (4) years from its effective date, a reprimand in the Personnel Action File shall be permanently removed. A statement verifying the permanent removal of the reprimand shall be provided the faculty unit employee. Neither the request for such a removal nor the statement verifying the removal shall be placed in the official Personnel Action File. This provision shall not be implemented under the following conditions:

a. a notice of disciplinary action has been served on a faculty unit employee and such a reprimand is related to the pending disciplinary action; or

b. a subsequent reprimand(s) of a similar nature has been placed in the Personnel Action File within the four (4) year period.

## Article 19

## Disciplinary Action Procedure

**Scope of Disciplinary Action**

19.1 Sanctions imposed in a disciplinary action shall be limited to dismissal, demotion, or suspension without pay.

19.2 Disciplinary action shall not include denial of appointment, separation during a temporary appointment, rejection during probation, denial of tenure, denial of promotion, reappointment, reassignment, transfer, layoff, reprimand, temporary suspension with pay, or any other personnel action or recommendation or decision except those in provision 19.1 of this Article. Recommendations or decisions in the appointment, reappointment, probation, tenure, promotion, reassignment, transfer, layoff, reprimand, or temporary suspension processes are not disciplinary actions and are not subject to the disciplinary action procedures of this Agreement.

**Notice of Pending Dismissal, Demotion or Suspension without Pay**

19.3 The President shall initiate the disciplinary action process by written notice of pending disciplinary action served in person or served by certified mail return receipt requested to the affected faculty unit employee. The faculty unit employee shall be informed in this notice that the sanction

specified in the notice shall be imposed unless, following review of the matter, the President notifies the faculty unit employee otherwise.

19.4 The notice of pending disciplinary action shall include:

a. the cause(s) for disciplinary action;

b. the pending sanction;

c. the proposed effective date of the pending sanction;

d. the appropriate administrator designated by the President to review the matter;

e. the right of the faculty unit employee to appeal pending disciplinary action and to have the matter heard; and

f. a copy of this Article.

**Acceptance of Disciplinary Action**

19.5 The faculty unit employee may accept the pending disciplinary action at any time by filing a letter of acceptance of the disciplinary action with the President. An acceptance of disciplinary action shall result in the imposition of the pending sanction, but is not an admission by the faculty unit employee to the allegations of misconduct. Failure of a faculty unit employee to appeal a pending disciplinary action pursuant to this Article shall result in imposition of the pending sanction.

**Review of Pending Disciplinary Action**

19.6 Within seven (7) days of receipt of the notice of pending disciplinary action and at a time and place mutually acceptable to the affected faculty unit employee and the appropriate administrator, the faculty unit employee and a CFA representative, if any, may meet with the appropriate administrator designated by the President and his/her representative (if any) to review the notice, the reason(s), and the evidence. The faculty unit employee may respond orally or in writing. Such a written response (if any) shall be directed to the appropriate administrator within seven (7) days of the meeting or within fourteen (14) days of the notice of pending disciplinary action in the cases when no meeting takes place. A copy of such written response may be provided to the President. The appropriate administrator designated by the President shall not have been directly involved in the initiation of the pending disciplinary action.

19.7 Based upon the review and the response, if any, of the affected faculty unit employee, the appropriate administra-

tor shall issue a report to the President within five (5) days of the response of the affected faculty unit employee or within fifteen (15) days of the notice of pending disciplinary action in cases when no response is submitted. The President shall consider the report of the appropriate administrator.

19.8 Within five (5) days of receipt of the report, the President shall notify the affected faculty unit employee of his/her decision to rescind, modify, or affirm the pending disciplinary action. The effective date of such disciplinary action shall be included in this notification. Such an effective date shall be at least twelve (12) days from the date of this notification except as provided in provisions 19.11a and 19.11b. This notice shall be the notice issued by the CSU for purposes stated in Education Code Section 89538 and Section 89539.

**Disciplinary Action Appeal Process**

19.9 A faculty unit employee may appeal a pending disciplinary action by selecting one of the two following appeal options:

a. Within ten (10) days of receipt of the notification pursuant to provision 19.8 above, a faculty unit employee may file a written notice of appeal with the President in accordance with the Disciplinary Action Arbitration Procedure, provisions 19.12 - 19.20 below. Such a notice of appeal shall include the name and title of the CFA representative. Such notice shall be accompanied by a detailed statement of the disputed facts and defenses to the allegation of misconduct.

b. Within ten (10) days of receipt of the notification pursuant to provision 19.8 above, a faculty unit employee may file a written notice of appeal with the President indicating an intent to request a hearing of the matter by the State Personnel Board as provided in Section 89539 of the Education Code. Such notice shall be accompanied by a detailed statement of the disputed facts and defenses to the allegation of misconduct. A request for a hearing by the State Personnel Board must be filed with the State Personnel Board within twenty (20) days of receipt of the notification pursuant to provision 19.8 above.

19.10 Filing the notice of one (1) of the two (2) disciplinary action appeal options pursuant to provision 19.9 above shall constitute a final and binding decision by the affected faculty unit employee.

**position of Sanction**

11 a. If, pursuant to provision 19.9a, the affected faculty unit employee notifies the President of an appeal involving the sanction of suspension without pay for thirty (30) days or less, the CFA and the CSU may agree that the sanction shall be held in abeyance pending a final arbitration award and its implementation.

b. If, pursuant to provision 19.9a, the affected faculty unit employee notifies the President of an appeal involving the sanction of suspension without pay for more than thirty (30) days, demotion, or dismissal, the CSU shall hold the sanction in abeyance pending a final arbitration award and its implementation.

**ciplinary Action Arbitration Procedure**

12 No later than ten (10) days after the decision to submit the pending disciplinary action to disciplinary action arbitration, CFA and the Office of the Chancellor shall agree on a mutually acceptable arbitrator or shall jointly request the American Arbitration Association to supply a list of arbitrators pursuant to its rule.

13 Upon receipt of the names of proposed arbitrators, the parties shall alternately strike names from the list until one (1) person is ultimately designated as the arbitrator. The decision as to which party strikes first shall be determined by lot.

14 It shall be the function of the arbitrator to determine whether cause for disciplinary action existed and to affirm, modify, or deny the sanction or pending sanction.

15 Within ten (10) days from the date the hearing is closed, the arbitrator shall issue to the parties a written award stating the decision on the issue(s) submitted. Copies of the award shall be provided to the parties. The award shall be final and binding on the parties.

16 The arbitrator shall provide a complete written decision setting forth his/her findings, reasons, and conclusions on the issue(s) submitted no later than thirty (30) days after the award is issued. Copies of the complete decision shall be provided to the parties.

17 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply except when the specific language of this Agreement is in conflict, in which case the specific language of the Agreement shall apply.

19.18 The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented by the parties in the hearing and upon any post-hearing briefs by the parties.

19.19 The arbitrator shall have no power to alter, add to, detract from, or amend the provisions of this Agreement. The arbitrator shall be without power to make an award which requires the commission of an act prohibited by law, or an omission of an act required by law, or which is violative of the specific terms and conditions of this Agreement.

19.20 The award of the arbitrator may include back pay provided, however, that any back pay award shall be less the difference of any unemployment compensation received.

19.21 Each party shall bear the expenses of preparing and presenting its own case. The affected faculty unit employee, the CFA representative, if any, and witnesses who are CSU employees called before the arbitrator shall be provided with release time for the official hearing. The cost for the services of the arbitrator shall be borne by the CSU.

**Pre-Sanction Suspension**

19.22 When the President determines it is in the best interests of the campus, he/she may suspend with pay a faculty unit employee who has been served with a Notice of Pending Dismissal, Demotion, Suspension Without Pay pursuant to provision 19.3 of this Article. Such a suspension may continue until imposition of sanction or a final award pursuant to this Article or pursuant to Education Code 89539.

19.23 The affected faculty unit employee shall be notified in writing of such a suspension with pay. The President may terminate such a suspension at any time. The affected faculty unit employee shall be notified in writing of such a termination.

**Pre-Sanction Reassignment**

19.24 When the President determines it is in the best interests of the campus, he/she may reassign a faculty unit employee who has been served with a Notice of Dismissal, Demotion, Suspension Without Pay pursuant to provision 19.3 of this Article. Such a reassignment shall be without a change in salary. Such a reassignment may continue until imposition of sanction or a final award pursuant to this Article or pursuant to Education Code 89539. The affected faculty unit employee shall receive written notification of reassignment and a written notification of termination of reassignment, when appropriate. Such a reassignment shall not be considered a punitive reassignment.

## Article 20

## Workload

20.1 The professional obligation comprises both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, instructional activities, office hours, and other duties and responsibilities shall be required to be performed at a specific time and place by an appropriate administrator after consultation with the department. Non-scheduled activities are more appropriately performed in a manner and place determined by the employee.

20.2 a. Members of the bargaining unit shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable workload or schedule.

b. The annual full-time assignment for faculty employees shall normally average fifteen (15) Weighted Units per term. The assignment shall normally be composed of twelve (12) Weighted Units for instruction and three (3) Weighted Units for instruction-related responsibilities per term.

c. A variation of the normal full-time assignment per term shall not exceed an annual average of fifteen (15) Weighted Units for instruction and instruction-related responsibilities per term.

d. Provisions 20.2b - 20.2c shall apply pro rata to part-time faculty employees. These provisions shall apply as appropriately adjusted for faculty employees at campuses on quarter system year-round operations (QSYRO).

e. In the assignment of workload, consideration shall be given at least to the following factors: graduate instruction, activity classes, home economics and industrial arts labs, science labs, minor sports, major sports, and independent study. Consideration for adjustments in workload shall be given to at least the following: research, student teacher supervision, thesis supervision, fieldwork, and service on a University committee.

f. The CSU and CFA recognize that faculty have the obligation to be available to students, to assume normal committee assignments, and other professional service related to the mission of the campus.

g. In determining what is "excessive" or "unreasonable" under this section, the items listed under 20.2e above as well as the number of students seeking to take courses in the academic area, the distribution of student enrollment, the level of support provided the program, and the prior practices of the university shall be among the primary elements to be considered.

**Work Year**

20.3 An academic work year shall not exceed one hundred eighty (180) workdays or days in lieu thereof. This provision shall not preclude the establishment of an academic year calendar equaling less than one hundred eighty (180) days. The campus academic calendar shall establish workdays of academic year employees.

20.4 Ten (10) Month Work Year

The work year of a full-time ten (10) month employee shall be the number of fiscal year workdays within the assigned ten (10) months. Such employees shall be available for scheduled assignments on fiscal year workdays or on any day of the week in lieu thereof within the assigned ten (10) months. The appropriate administrator shall determine the ten (10) months of an employee's work schedule.

20.5 Twelve (12) Month Work Year

The work year of a full-time twelve (12) month employee shall be the number of fiscal year workdays within the assigned twelve (12) months. Such employees shall be available for scheduled assignments on fiscal year workdays or on any day of the week in lieu thereof within the assigned twelve (12) months.

**Work Hours — Casual Employment**

20.6 Casual employment employees may be assigned on an hourly or a per job basis.

**Substitute Assignments**

20.7 a. Effective July 1, 1986, the CSU shall provide $200,000 for the payment of substitute faculty unit employees as provided for in this section, if the Legislature and Governor approve specific funding for this purpose. Funds shall be allocated to CSU campuses on an FTEF basis.

b. A faculty employee who is assigned temporary substitute duty of a short duration, which shall normally be up to eighteen (18) class hours, shall be compensated at the faculty substitute rate. Temporary substitute assignments of a longer duration, which shall normally be greater than eighteen (18) class hours, shall be compensated by an appropriate workload reduction as soon as practicable or, if the employee is not employed in the next academic term, the employee shall be appropriately compensated upon separation for the class hours taught. For compelling reasons, a faculty employee may decline such an assignment. Nothing in this provision shall preclude faculty employees from making informal voluntary substitute arrangements of short duration with a colleague. The department chairperson shall be informed of such arrangements.

**Librarian Employees: Assignment of Responsibility**

20.8 The assignment of a librarian employee may include, but shall not be limited to, library services, reference services, circulation services, technical services, on-line reference services, teaching in library subject matter, service on systemwide and campus committees and task forces, and activities that foster professional growth, including creative activity and research. Such assignments shall be made by the appropriate administrator.

20.9 A librarian employee may be assigned by the appropriate administrator to serve at off-campus locations. Prior to making such an assignment, agreement of the librarian employee shall be sought. A librarian employee shall be reimbursed for approved expenses incurred by such assignment at off-campus locations.

Assignments/schedules may be adjusted when such assignment to an off-campus location requires travel time greater than the travel time from the employee's home to the main campus.

**Assignment and Schedules**

20.10 At the request of the librarian employee, the appropriate administrator shall discuss assignments and future assignments with the librarian employees. Assignments pursuant to this Article shall be made by the appropriate administrator.

20.11 The affected librarian employee may request a particular work schedule. All such schedules shall be subject to approval by the appropriate administrator.

20.12 A librarian employee shall normally be required to be on campus on his/her workdays as defined by his/her work year.

**Work Hours**

20.13 The work hours of a full-time librarian employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time librarian employee.

**Librarian Work Plan**

20.14 A librarian employee employed on a twelve (12) month basis in a fiscal year may elect to be employed for one or more fiscal years on a ten (10) month basis. A librarian employee shall provide written notice to the appropriate administrator at least six (6) months prior to the proposed effective date of the 10/12 work plan.

20.15 A librarian employee may elect the 10/12 work plan for one (1) or more fiscal years. Once a librarian employee has filed a notice of election to participate in the 10/12 work plan for more than one (1) fiscal year, an alteration of one (1) or more fiscal years from those originally chosen shall be subject to approval by the President.

20.16 A 10/12 work plan yearly schedule shall provide that the appropriate periods of time in work status and nonwork status shall be scheduled within one (1) fiscal year.

20.17 During an initial year of employment, a yearly schedule for a librarian employee in the 10/12 work plan program shall normally be ten (10) consecutive pay periods in work status followed by two (2) consecutive pay periods in nonwork status. In subsequent years, the two (2) months in nonwork status need not follow the ten (10) months in work status.

20.18 At the time of election to participate in the 10/12 work plan, the librarian employee shall identify the two (2) months in nonwork status. The appropriate administrator shall approve the two (2) month period unless it is determined by the appropriate administrator that library operations will be impaired. Should this occur, the appropriate administrator shall designate at least two (2) alternate two (2) month periods from which the libarian employee will choose one (1).

20.19 A librarian employee participating in the 10/12 work plan shall receive his/her ten (10) month annual salary in twelve (12) equal salary payments and appropriate benefits on a twelve (12) month basis.

20.20 A librarian employee moving from a twelve (12) month status to the 10/12 work plan shall retain his/her salary anniversary date.

20.21 A librarian employee on the 10/12 work plan shall accrue sick leave, vacation, and seniority credit during the full twelve (12) month period.

20.22 Ten (10) months of service by a librarian employee in the 10/12 work plan shall constitute one (1) year of service for employment status matters, merit salary adjustment, and retirement.

**Coaching Employees: Assignment of Responsibility**

20.23 The assignments of a coaching employee may include, but shall not be limited to, coaching and related duties, service on appropriate systemwide and campus committees and task forces, public services, teaching responsiblities and student advising.

20.24 By virtue of the nature of coaching service, the assignments, location of assignments, and schedules of assignments may vary. Such assignments shall be made by the appropriate administrator. A coaching employee shall be reimbursed for approved expenses incurred by assignments at off-campus locations.

**Assignments and Schedules**

20.25 At the request of the coaching employee, the appropriate administrator shall discuss assignment and future assignments with the coaching employee. Assignments pursuant to this Article shall be made by the appropriate administrator.

20.26 The coaching employee may request a particular schedule within the confines of program requirements. All schedules shall be subject to approval of the appropriate administrator.

**Work Hours**

20.27 The work hours of a full-time coaching employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time coaching employee.

**Department Chair Assignments**

20.28 Department chairs shall normally be selected from the list of tenured or probationary faculty employees recommended by the department for the assignment.

20.29 Such department chairs shall perform duties and carry out responsibilities assigned by the President.

20.30 Such department chairs shall be appointed by the President and shall serve at the pleasure of the President.

20.31 The parties agree that a study shall be conducted on faculty workload within The California State University in accordance with the recommendation of the fact-finding panel as stated in its report of April 25, 1987.

## Article 21

## Summer Session

21.1 Provisions of this Article shall apply to faculty unit employees in classification 2357, Instructional Faculty — Summer Session. Accepting a summer session appointment shall not in any way diminish a faculty unit employee's rights under this Agreement.

21.2 The terms and provisions of this Agreement shall not apply to employees who become faculty unit employees solely by appointment to classification 2357 except as provided for in this Article and as specifically referenced by provision number in this Article.

21.3 Appointment of a faculty unit employee to classification 2357 shall be made by the President. The faculty unit employee shall maintain the academic or librarian rank prevailing during the immediate past academic year. Acceptance of an appointment and course assignment includes an agreement by the employee to meet the class on the first day regardless of enrollment.

21.4 A summer session appointment is a temporary appointment for a specific period of time.

21.5 The official notification to a faculty unit employee of a summer session appointment shall include the beginning and ending dates of appointment, time base, salary, the requirement to meet the first class, and other conditions of appointment. The faculty unit employee's appointment may provide for participation in the student evaluation process.

**Assignment of Responsibility**

21.6 The responsibilities of a faculty unit employee assigned to classification 2357 may include teaching, office hours, and other responsibilities accepted

21.7 The salary of a faculty unit employee appointed for summer and special sessions shall be determined by the President at a rate equal to or above that shown in Appendix C. Such rate shall be adjusted annually by any increase adjustments in the general faculty salary scale in the preceding academic year. If the course to which a faculty unit employee has been assigned does not meet minimum enrollment as indicated in the salary schedule, the faculty unit employee may receive a reduced salary in accordance with Appendix C.

21.8 A faculty unit employee shall accept the reduced salary or withdraw from the appointment. The faculty unit employee shall receive no compensation for an under-enrolled class from which he/she withdraws.

21.9 The class may be cancelled by the President. If the class is not cancelled prior to the second class meeting, the faculty unit employee shall be compensated at the full or reduced salary pursuant to 21.7 of this Article for the entire appointment. If the class is cancelled prior to the second meeting, the faculty unit employee shall not be compensated.

## Article 22

## Leaves of Absence Without Pay

22.1 A full-time faculty unit employee or less than full-time tenured faculty unit employee shall be eligible for a leave of absence without pay in accordance with this Article. A less than full-time temporary faculty unit employee may also be granted a leave of absence of a short duration, not to exceed fifteen (15) consecutive working days per term.

22.2 An eligible faculty unit employee may be granted a leave of absence without pay for a specific purpose and length of time, such as one (1) quarter, two (2) quarters, one (1) semester, or one (1) year. Leaves of absence without pay may be granted for up to two (2) years. An extension of such leave may be granted for up to one (1) year at a time.

22.3 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the appropriate administrator. The eligible faculty unit employee shall receive a written response regarding granting or denial of the leave. If a professional leave is granted, the response shall include the reason(s) for granting the leave and any conditions of such a leave. If a professional leave is denied, the response shall include the reason(s) for the denial.

22.4 A faculty unit employee on a leave of absence without pay for more than fifteen (15) working days may opt to continue his/her health and dental benefits at his/her own expense. An employee on a leave of absence without pay for fifteen (15) working days or less shall receive health and dental benefits as provided by the CSU in the same manner as when the employee was on pay status provided that if the employees' paycheck, for any reason, should at any time be insufficient to cover payroll deductions necessary for a choice of health and dental insurance with premiums above the CSU contribution, the employee shall be responsible for direct payment of the total premium (including CSU share) amount to the carrier in accordance with the existing PERS procedure for direct payment.

22.5 A faculty unit employee who is on a leave of absence without pay shall not return to active pay status prior to the expiration of such a leave without written approval of the President.

22.6 A faculty unit employee on a leave of absence without pay shall notify the appropriate administrator no later than April 1 of his/her intention to return to duty at the beginning of the academic year or no later than October 1 of his/her intention to return to duty at the beginning of the spring term or winter quarter.

**Personal Leaves of Absence Without Pay**

22.7 Personal leaves of absence without pay may be granted by the President. A personal leave of absence without pay may be for purposes of unpaid sick leave, outside employment, maternity/ paternity, parental leave or other purposes of a personal nature. Faculty unit employees on a personal leave without pay shall not accrue service credit toward probation, sabbatical eligibility, merit salary adjustment eligibility, or seniority.

22.8 Parental leave shall refer to a leave for the purpose of a parent providing care to his/her child living in the household.

22.9 Maternity/paternity leave shall refer to a leave for the purpose of a parent preparing for the arrival of a new infant and the care of a new infant. A maternity/paternity leave shall not constitute a break in service.

22.10 A tenured faculty unit employee shall be entitled to a maternity/paternity leave without pay for up to twelve (12) months. Upon request of the employee, the President may grant an extension of maternity leave.

22.11 The President shall determine whether a personal leave of absence without pay constitutes a break in service, except for such leaves granted pursuant to provisions 22.9 and 22.10 of this Article.

**Professional Leaves of Absence Without Pay**

22.12 Professional leaves of absence without pay may be requested by an employee and may be granted by the President. A professional leave of absence without pay may be for purposes of research, advanced study, professional development, or other purposes of benefit to the campus. Such leaves shall be considered totally voluntary, and for the purpose of workers compensation, the time involved shall not be considered time worked.

22.13 A faculty unit employee on a leave of absence without pay for professional purposes shall, when otherwise eligible, accrue service credit toward probation, sabbatical eligibility, merit salary adjustment eligibility and seniority. Such accrual of service credit toward sabbatical eligibility shall be for a maximum of one (1) year per sabbatical eligibility period. Such accrual of service credit toward probation shall be for a maximum of one (1) year. Such accrual of service credit toward merit salary adjustment eligibility shall be for a maximum of one (1) year per professional leave of absence without pay and extensions thereof. Such accrual of service credit shall be forfeited whenever the President has determined the conditions of the leave were not met.

22.14 An eligible faculty unit employee applying for a leave of absence without pay for professional purposes shall provide a copy of his/her application to the affected department. In a timely manner, the department shall submit to the appropriate administrator and the faculty unit employee its recommendation regarding such a leave application. The department shall also receive a copy of the President's response regarding the leave application.

## Article 23

## Leaves of Absence With Pay

**Paid Bereavement Leave**

23.1 Upon request to the President, a faculty unit employee shall be granted a one (1) day leave of absence with pay for each death of a significantly close relative. Upon request to the President, the faculty unit employee shall be granted two (2) consecutive days leave of absence with pay if the death of significantly close relative requires that a faculty unit

employee travel over five hundred (500) miles from his/her home.

23.2 A leave granted in accordance with provision 23.1 may be supplemented in accordance with bereavement provisions of Article 24, Sick Leave, provisions 24.10e, 24.11, and 24.12.

23.3 The term "significantly close relative" as used in this Article shall only mean a spouse and the faculty unit employee's or his/her spouse's mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, or relative living in the immediate household of the faculty unit employee.

**Jury Duty Leave**

23.4 A faculty unit employee who serves on jury duty shall receive his/her regular salary only if he/she remits the amount received for such duty to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees, his/her time off for jury duty is not compensable. The employee may elect to use vacation or CTO to cover the time off.

23.5 An hourly faculty unit employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.

23.6 A faculty unit employee, upon receipt of initial notification for jury duty, shall promptly notify the appropriate administrator.

23.7 The faculty unit employee shall notify in writing the appropriate administrator prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the faculty unit employee when requested by the appropriate administrator.

**Leave to Vote**

23.8 A faculty unit employee who would otherwise be unable to vote outside of his/her regular working hours may be granted up to two (2) hours of worktime without loss of pay to vote at a general, direct primary, or presidential primary election.

23.9 A faculty unit employee shall be required to request such leave time from the appropriate administrator at least two (2) working days prior to the election.

**Absence as a Witness**

23.10 A faculty unit employee serving as a court-subpoenaed witness or as an expert witness in the interest of the CSU shall seek the payment of witness fees. Whenever possible, a faculty unit employee shall confer with the attorney requesting his/her appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.

23.11 A faculty unit employee who is absent as a court-subpoenaed witness or as an expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the faculty unit employee does not remit such fees, an amount equal to the fees shall be deducted from the faculty unit employee's salary. No vacation or compensatory time off (CTO) shall be used in such cases.

23.12 A faculty unit employee who receives court fees in excess of regular earnings may keep the excess and need remit only an amount equal to the compensation paid the faculty unit employee while on leave. If the faculty unit employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the faculty unit employee shall be docked for the period of absence.

23.13 A faculty unit employee serving as a court-subpoenaed witness on a holiday or while on vacation or on CTO shall serve on his/her own time.

23.14 A faculty unit employee who is serving as a witness under subpoena at governmental administrative hearings to which the CSU is a party shall be provided with release time for appearance at the hearing.

23.15 A faculty unit employee who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on his/her own time. The faculty unit employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the faculty unit employee shall be docked for the period of absence.

**Emergency Leave**

23.16 An emergency leave with pay may be granted to a faculty unit employee by the President in the event of a natural

catastrophe or an emergency situation that places the health or safety of the faculty unit employee in jeopardy. Such leaves shall normally be of short duration.

**Military Leave**

23.17 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible faculty unit employees.

23.18 Whenever possible, a faculty member subject to recall to active military duty shall use his/her best efforts to arrange the schedule for said leave at a time mutually agreeable to the employee and his/her department chair.

23.19 Emergency Military Leave

Faculty unit employees who are members of the National Guard are entitled to a leave of absence while engaged in the performance of ordered military or naval duty, including travel time, during any time that the Governor has issued a proclamation of a state of emergency or during such time as the National Guard may be on appropriate active duty. Such leave of absence may not exceed the duration of the emergency.

23.20 Temporary Military Leave

Faculty unit employees who are members of the Reserve Corps of the Armed Forces of the United States or of the National Guard are entitled to a temporary military leave of absence for ordered active duty, provided that the period of duty does not exceed one hundred and eighty (180) calendar days, including travel time. A temporary military leave of absence shall not be approved for periods of inactive military duty, i.e., attendance at drills of an organized reserve unit.

23.21 Indefinite Military Leave

Indefinite military leave may be granted under any of the following circumstances:

a. when there is a condition of war or national emergency as proclaimed by the President or Congress of the United States;

b. when U.S. armed forces are serving outside the United States or its territories at the request of the United Nations; or

c. when there is a national conscription act in effect.

Faculty unit employees who leave positions to join the U.S. armed forces or who, as members on active duty of any reserve force, are called upon and who then serve under the above conditions, have a right to return to their positions. The employee must have been honorably released, separated, or discharged, and must return within six (6) months following termination of active service.

Faculty unit employees who fail to return to their positions within twelve (12) months after the first date upon which they could terminate, or could cause to have terminated their active service, forfeit their right to return.

23.22 Eligibility for Pay and Benefits at Commencement of Military Leave

a. Emergency Military Leave. A faculty unit employee who is eligible for emergency military is, without regard to length of employment, entitled to receive normal salary or compensation for a period not to exceed thirty (30) calendar days, and will not, as a result of the leave, suffer any loss or diminution of the leave, suffer any loss or diminution of vacation or holiday privileges or be prejudiced with reference to promotion, continued employment, or reemployment. Faculty unit employees are entitled to these benefits regardless of the number of proclamations of emergency that may be issued by the Governor and without regard to other military leave benefits to which they may be entitled.

b. Temporary Military Leave. A faculty unit employee is entitled to receive salary or compensation for the first thirty (30) calendar days of a temporary military leave of absence, provided that the employee has State service of not less than one (1) year immediately prior to the date on which the absence begins. Prior military service is counted in determining State service for this purpose. The employee is not entitled to credit for vacation, sick leave, or holidays while in a nonpay status; however, time spent on leave does count toward a merit salary adjustment and vacation category change. Pay for such leaves shall not exceed thirty (30) calendar days in any one (1) fiscal year, including pay for an indefinite military leave.

c. Indefinite Military Leave. A faculty unit employee is entitled to receive salary or compensation for the first thirty (30) calendar days of an indefinite military leave of absence, provided that the employee has State service of not less than one (1) year immediately prior to the date

on which the absence begins. Prior military service is counted in determining State service for this purpose. The employee is not entitled to credit for vacation, sick leave, or holidays while in nonpay status; however, time spent on leave does count toward a merit salary adjustment and vacation category change. Pay for such leaves shall not exceed thirty (30) calendar days in any one (1) fiscal year, including pay for a temporary military leave.

23.23 Reinstatement Following Military Leave

a. Reinstatement Following Emergency Military Leave. A faculty unit employee eligible for emergency military leave has a right to return to the position held at the time the leave commenced. In determining other benefits to which the employee is entitled, time spent on emergency military leave shall be considered full-time (State) service regardless of whether or not the leave extends for more than thirty (30) calendar days.

b. Reinstatement Following Temporary Military Leave. A faculty unit employee granted a temporary military leave of absence has the right to be restored to the position held at the time the leave was granted. Any employee whose position has ceased to exist during the employee's absence must be reinstated to a position of comparable seniority, status, and pay. If such a position does not exist, the employee shall have the same rights and privileges the employee would have had had he/she not taken a temporary military leave of absence.

An employee who has been in State service for a period of not less than one (1) year immediately prior to the date upon which the temporary military leave of absence begins receives the same vacation, sick leave, and holiday privileges and the same rights and privileges to promotion, employment, or reemployment that the employee would have enjoyed had he/she not been absent on leave, with the provision that any uncompleted probationary period must be completed upon reinstatement.

c. Reinstatement Following Indefinite Military Leave. Following an indefinite military leave of absence, a faculty unit employee has a right, if discharged under conditions other than dishonorable, to return to their positions within six (6) months following the termination of active service with the armed forces — but this must not be later than six (6) months following the end of the war or national emergency.

A faculty unit employee also has a right to return to his/her position during terminal leave from the armed forces. Upon such return to employment, the employee has all the rights and privileges connected with, or arising out of, the employment that he/she would have enjoyed had he/she not been absent. An uncompleted probationary period must be completed upon reinstatement. A faculty unit employee whose position has ceased to exist during the employee's absence must be reinstated in a position of comparable seniority, status, and pay, if such a position exists, or to a comparable vacancy for which the employee is qualified.

Employees receiving the above benefits are not entitled to receive credit for vacation, sick leave, or holidays while in a nonpay status. Time spent on leave does, however, count toward a merit salary adjustment and vacation category change.

d. Reinstatement Following Resignation to Serve in the Armed Forces. Faculty unit employees who resign employment to serve in the armed forces either of the United States or of the State of California have a right to return to employment prior to the date at which their employment would have ended had they not resigned. They shall notify the President in writing of their intention to return, and this shall be done within six (6) months of the termination of active service with the armed forces.

Such right to return to a position shall not be granted employees who fail to return to their positions within twelve (12) months after the first date upon which they could have terminated, or cause to have terminated, their active service.

The foregoing paragraph does not apply to any employee to whom the right of reinstatement has been granted under any other conditions.

23.24 Documentation Required in Connection with Military Leave

When requesting military leave, faculty unit employees are required to furnish a copy of the orders to active duty, and in order to be eligible for pay as provided in this Agreement, employees are required to provide verification from their commanding officer or other competent military authority that the active duty was performed as indicated in the orders previously provided. A copy of such orders and certification, which will include dates of active duty, is retained in the employee's personnel file to substantiate any payments made under the provisions of this Agreement.

## Article 24

## Sick Leave

24.1 Following completion of one (1) academic qualifying pay period or one (1) qualifying pay period, a full-time faculty unit employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional academic qualifying pay period or qualifying pay period, eight (8) hours of credit for sick leave with pay shall be accrued.

24.2 Faculty unit employees who are appointed less than full-time shall accrue credit for sick leave with pay on a pro rata basis.

24.3 Sick leave may be accumulated without limit. No additional sick leave with pay beyond that accumulated shall be granted.

24.4 Upon request, a faculty unit employee who returns to CSU employment within ten (10) months following the date of separation shall be credited by the campus with his/her sick leave balance at the time of separation from previous CSU employment. If the faculty unit employee is appointed to a classification in which sick leave is not accrued, this provision shall not apply.

24.5 A faculty unit employee shall be responsible for immediately reporting an absence to the appropriate administrator.

24.6 A faculty unit employee shall be responsible for promptly completing and signing the campus absence form and returning the absence form to the appropriate administrator.

24.7 A faculty unit employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave. A faculty unit employee shall not normally be required to provide such a statement or verification for an absence of three (3) consecutive days or less charged to sick leave.

24.8 Under no circumstances may a faculty unit employee be granted sick leave for days during layoff periods, during a leave of absence without pay or during an officially scheduled campus closure, unless the faculty unit employee is officially scheduled to work during such a closure.

24.9 A female employee on a maternity leave pursuant to Article 22 of this Agreement shall be entitled upon return to work status to use earned sick leave for the period of time covering date of childbirth and immediate physical recovery

therefrom. Earned sick leave shall be charged only for work-days in such a period of time. Normally, ten (10) days of earned sick leave may be charged. A physician's verification of disability shall be required for the use of earned sick leave pursuant to this provision in excess of ten (10) days.

24.10 Absences For Which Sick Leave May Be Charged

The use of sick leave may be authorized by the President only when a faculty unit employee is absent because of:

a. illness or injury, or disability related to pregnancy or childbirth;
b. exposure to contagious disease;
c. dental, eye, or other physical or medical examinations or treatments by licensed practitioners;
d. illness or injury in the immediate family; or
e. death of a person in the immediate family.

24.11 The term "immediate family" shall refer to close relatives or persons residing in the immediate household of the faculty unit employee, except domestic employees or roomers.

24.12 The President may authorize up to forty (40) hours of accrued sick leave credits for each death in the immediate family.

24.13 Sick leave for family care is primarily for emergency situations. Up to forty (40) hours of accrued sick leave credit may be used for family care during any one (1) calendar year.

24.14 A full-time faculty unit employee shall be charged eight (8) hours sick leave for each day he/she was not available to work due to an absence chargeable to sick leave. Sick leave shall be charged for each day, exclusive of days on which the campus is closed, from the onset of such an absence until the employee resumes attendance at the campus or until the employee notifies the appropriate administrator he/she is available to resume work. A faculty unit employee shall not be considered to work more than five (5) days in a seven (7) day period for the purpose of charging sick leave. A full-time faculty unit employee who was in attendance on campus for part of a workday shall be charged such leave on a proportional basis for an absence chargeable to sick leave. A less than full-time faculty unit employee shall be charged sick leave on an hour-for-hour basis for absences chargeable to sick leave for hours of scheduled assignments.

24.15 The President may authorize up to sixty (60) days of unpaid sick leave or the use of vacation for a faculty unit employee who has exhausted his/her accumulated sick leave.

24.16 The President may, when he/she determines a critical need exists, authorize unpaid sick leave in excess of sixty (60) days.

24.17 If the President determines that a faculty unit employee is unable to carry out his/her duties due to medical incapacity, the President may authorize directed sick leave.

**Supplement to Industrial Disability Leave**

24.18 Upon written notification to CSU by an eligible faculty unit employee, the faculty unit employee may elect to supplement Industrial Disability Leave (IDL) payments with charges to his/her accrued sick leave. Such a notice shall be no later than fifteen (15) days after the report of the injury.

24.19 Such supplementation shall continue until the faculty unit employee has exhausted his/her accrued sick leave or until the faculty unit employee provides to the CSU written notification he/she wishes to discontinue supplementation.

24.20 Such a supplement to IDL payments shall not result in the faculty unit employee receiving a payment in excess of his/her regular salary or wage.

24.21 All payments received by a faculty unit employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

## Article 25

## Professional Development

25.1 Professional development opportunities shall include:

a. a fee waiver program;

b. sabbatical leaves;

c. difference in pay leaves;

d. professional leaves without pay;

e. short-term absence with pay for approved conferences, workshops, and other professional meetings;

f. faculty exchange programs within and outside the CSU;

g. administrative intern programs;

h. reduction in assigned Weighted Units or other work responsibilities to pursue scholarly activities, training or retraining of benefit to the CSU;

i. specialized work schedules to pursue scholarly activities, training or retraining of benefit to the CSU; and

j. assignment to a reduced teaching load pursuant to provision 20.2b of Article 20, Assignment of Responsibility, Workload, and Schedules, of this Agreement.

25.2 Application procedures by which an eligible faculty unit employee may request a professional development opportunity shall be determined by the President, except when such procedures are provided elsewhere in this Agreement.

25.3 A faculty unit employee who meets the eligibility requirements of a specific program listed in provision 25.1 of this Article may request such a professional opportunity.

25.4 The President shall determine if the request for a professional development opportunity shall be granted and, if so, what costs, if any, shall be borne by the campus. The President may establish requirements that a faculty unit employee shall meet upon completion of a professional development opportunity. The faculty unit employee shall be notified in writing of the decision and such requirements, if any. A denial of the request for professional development opportunity shall include the reasons for such denial.

## Article 26

## Fee Waiver

26.1 The appropriate administrator shall approve requests from all full-time faculty unit employees and less than full-time tenured faculty unit employees for enrollment in the CSU fee waiver program subject to the provisions of this Article.

26.2 A maximum of two (2) CSU courses or six (6) units, whichever is greater, may be taken on the fee waiver program per semester/quarter. Courses in self-support programs may not be taken on the fee waiver program.

26.3 Courses taken on the CSU fee waiver shall be job-related courses pursuant to provision 26.4, or career development courses pursuant to provisions 26.5 - 26.6.

26.4 Job-related courses shall relate to the current assignment of the faculty unit employee or the training or retraining of a faculty unit employee that will benefit the campus. CSU admission requirements shall not apply to job-related courses.

26.5 Career development courses shall relate to future career opportunities and assignments within the CSU. Career development courses may be taken pursuant to provision 26.6. Enrollment in career development courses shall be considered totally voluntary, and for the purpose of workers compensation the time spent shall not be considered worktime.

26.6 Approval of career development courses shall require that a program of study be established by the faculty unit employee and an appropriate advisor of choice. Such a program of study shall require written approval of the appropriate administrator. Normally, CSU admission requirements shall be met. CSU admission requirements may be waived by the appropriate administrator.

26.7 A course taken on the fee waiver program shall not conflict with scheduled classes or scheduled office hours of a faculty unit employee.

26.8 Provided that the operational and program needs of the faculty unit employee's department or equivalent unit are met in an orderly and normal manner, the library or coaching faculty unit employee shall be provided reasonable release time for one (1) on-campus course per semester/quarter taken pursuant to provisions 26.4 - 26.6. Reasonable release time for a faculty unit employee at the Chancellor's Office shall be time equal to class time.

26.9 In order for a faculty unit employee to continue participating in the CSU fee waiver program normal academic standards shall be maintained.

26.10 A record of completed courses may be placed in the faculty unit employee's official Personnel Action File.

26.11 The term "fee waiver" as used in this Article refers to the program that waives or reduces fees as listed below.

The following fees shall be fully waived:

Application Fee
Identification Card Fee
Instructionally Related Activity Fee

The following fees shall be reduced to one dollar ($1.00) each:

Student Body Association Fee
Student Union Fee
Health Facilities Fee

The State University Fee shall be waived for the units of courses taken in the CSU fee waiver program. A faculty unit employee taking CSU courses in addition to the CSU fee waiver courses shall pay the difference between the part-time State University Fee and the full-time State University Fee. All other fees shall be paid at the regular rate.

26.12 Participation in the fee waiver program shall entitle the faculty unit employee to instructional services, not student services. Implementation of this program shall not require the CSU to displace any regularly enrolled student nor establish an additional section of a course.

## Article 27

## Sabbatical Leaves

27.1 A sabbatical leave shall be for purposes that provide a benefit to the CSU.

27.2 A full-time faculty unit employee shall be eligible for a sabbatical leave if he/she has served full-time for six (6) years at that campus in the preceding seven (7) year period prior to the leave and at least six (6) years after any previous sabbatical leave or difference in pay leave. Credit granted towards the completion of the probationary period for service elsewhere shall also apply towards fulfilling the eligibility requirements for a sabbatical. A leave of absence without pay or service in an academic administrative appointment excluded from the bargaining unit shall not constitute a break in service for eligibility requirements.

27.3 The faculty unit employee shall submit an application for a sabbatical leave. The application shall include a statement of the purpose of the sabbatical, a description of the proposed project and the CSU resources, if any, necessary to carry it out, and a statement of the time requested, which shall not exceed one (1) year.

27.4 Application and response deadlines shall be established by the President after considering recommendations from the Professional Leave Committee.

27.5 A Professional Leave Committee composed of tenured faculty unit employees shall review sabbatical applications. The sabbatical leaves committee shall be elected by probationary and tenured faculty unit employees. A faculty unit employee applying for a sabbatical leave shall not be eligible for election to the Professional Leave Committee. The recommendation ensuing from such a review shall be submitted to the appropriate administrator. This review shall consider questions related to the quality of the proposed sabbatical project.

27.6 A copy of the application shall be sent to the faculty unit employee's department. The department shall provide a statement to the appropriate administrator regarding the possible effect on the curriculum and the operation of the department should the employee be granted a sabbatical.

27.7 Prior to making a recommendation to the President regarding the sabbatical leave application, the appropriate administrator shall consider the recommendations pursuant to provisions 27.5 and 27.6 above, other campus program needs and campus budget implications.

27.8 Prior to making a final determination regarding the sabbatical leave and the conditions of such an approved leave, the President shall consider the recommendations made pursuant to provisions 27.5, 27.6, and 27.7 above. The President shall respond in writing to the applicant and such a response shall include the reasons for approval or denial. If a sabbatical leave is granted, the response shall include any conditions of such a leave. A copy of this response shall be provided to the affected department and the Professional Leave Committee.

27.9 Final approval of a sabbatcial leave shall not be granted until the applicant has filed with the President a suitable bond or an accepted statement of assets (not including PERS holdings) and/or a promissory note that is individually or collectively at least equal to the amount of salary paid during the leave. The guarantee posted shall indemnify the State of California against loss in the event the employee fails to render the required service in the CSU following return of the employee from the sabbatical leave.

The guarantee posted shall immediately be cancelled in full upon completion of required service or upon waiver of that service by mutual agreement of the faculty member and the CSU.

27.10 An approved sabbatical leave shall not be implemented unless adequate funds for such a sabbatical leave have been budgeted.

27.11 The salary of a faculty employee on a sabbatical leave shall be in accordance with the following:

a. one (1) semester at full salary;

b. two (2) semesters at one-half (1/2) of full salary;

c. one (1) quarter at full salary;

d. two (2) quarters at three-fourths (3/4) of full salary;

e. three (3) quarters at one-half (1/2) of full salary.

The salary of a librarian faculty unit employee on a sabbatical leave shall be in accordance with the following:

At semester campuses:

a. four (4) months at full salary;

b. eight (8) months at one-half (1/2) of full salary.

At quarter campuses:

c. three (3) months at full salary;

d. six (6) months at three-fourths (3/4) of full salary;

e. nine (9) months at one-half (1/2) of full salary.

27.12 A sabbatical of two (2) semesters or two (2) or three (3) quarters may be implemented within a two (2) consecutive year period, subject to the recommendations of the Professional Leave Committee and the appropriate administrator and the approval of the President.

27.13 A faculty unit employee on sabbatical leave shall be considered in work status and shall receive health, dental and appropriate fringe benefits provided by the CSU in the same manner as if he/she were not on sabbatical leave.

27.14 A faculty unit employee on sabbatical leave shall be entitled to accrue sick leave, vacation, and service credit toward merit salary adjustment eligibility, eligibility toward promotion, if applicable, and seniority credit.

27.15 A faculty unit employee on sabbatical leave shall not accept additional and/or outside employment without prior approval of the President.

27.16 A faculty unit employee granted a sabbatical leave may be required by the President to provide verification that the conditions of the leave were met. The statement of verification shall be provided to the President and the Professional Leave Committee.

27.17 A faculty unit employee shall render service to the CSU upon return from a sabbatical leave at the rate of one (1) term of service for each term of leave.

## Article 28

## Difference In Pay Leaves

28.1 A difference in pay leave shall be for purposes that provide a benefit to the CSU.

28.2 A difference in pay leave may be approved for one (1) or more quarters, semesters, or months as appropriate to the appointment.

28.3 The salary for a difference in pay leave for a faculty unit employee shall be the difference between the faculty employee's salary and the minimum salary of the instructor rank. The salary for a difference in pay leave for a librarian employee shall be the difference between the librarian employee's salary and the minimum salary of the lowest comparable time base librarian rank.

28.4 A full-time faculty unit employee shall be eligible for a difference in pay leave if he/she has served full time for six (6) years at that campus in the preceding seven (7) year period prior to the leave and at least six (6) years after any previous sabbatical leave or difference in pay leave. Credit granted towards the completion of the probationary period for service elsewhere shall also apply towards fulfilling the eligibility requirements for a difference in pay leave. A leave of absence without pay or service in an academic administrative appointment excluded from the bargaining unit shall not constitute a break in service for eligibility requirements.

28.5 The faculty unit employee shall submit a request for a difference in pay leave. The application shall include a statement of the purpose of the leave; a description of the proposed project; the CSU resources, if any, necessary to carry it out; and a statement of the time requested.

28.6 Application response deadlines shall be established by the President after considering recommendations from the Professional Leave Committee.

28.7 A Professional Leave Committee composed of tenured faculty unit employees shall review difference in pay leave requests. The Professional Leave Committee shall be elected by probationary and tenured faculty unit employees. A faculty unit employee applying for a difference in pay leave shall not be eligible for election to the Professional

Leave Committee. The recommendation ensuing from such a review shall be submitted to the appropriate administrator. This review shall consider questions related to the quality of the proposed difference in pay leave.

28.8 A copy of the request shall be sent to the faculty unit employee's department. The department shall provide a statement to the appropriate administrator regarding the possible effect on the curriculum and the operation of the department should the employee be granted a difference in pay leave.

28.9 Prior to making a recommendation to the President regarding the difference in pay leave request, the appropriate administrator shall consider the recommendations pursuant to provisions 28.5 and 28.6 above, other campus program needs, and campus budget implications.

28.10 Prior to making a final determination regarding the difference in pay leave and the conditions of such an approved leave, if any, the President shall consider the recommendations made pursuant to provisions 28.5 - 28.7 above. The President shall respond in writing to the applicant and such a response shall include the reasons for approval or denial. If a difference in pay leave is granted, the response shall include any conditions of such a leave. A copy of this response shall be provided to the affected department and the Professional Leave Committee.

28.11 Final approval of a difference in pay leave shall not be granted until the applicant has filed with the President a suitable bond or an accepted statement of assets that are at least equal to the amount of salary paid during the period of leave. Such suitable bond or accepted statement of assets shall indemnify the State of California against loss in the event the employee fails to render the required service in the CSU following return of the employee from the difference in pay leave.

28.12 A faculty unit employee on a difference in pay leave shall be considered in work status and shall receive health, dental, and appropriate fringe benefits provided by the CSU in the same manner as if he/she were not on a difference in pay leave.

28.13 A faculty unit employee on a difference in pay leave shall be entitled to accrue sick leave, vacation, and service credit toward merit salary adjustment eligibility, eligibility toward promotion, if applicable, and seniority credit.

28.14 A faculty unit employee granted a difference in pay leave shall not accept additional and/or outside employment without prior approval of the President.

28.15 A faculty unit employee granted a difference in pay leave may be required by the President to provide verification that the conditions of the leave were met. The statement of verification shall be provided to the President and the Professional Leave Committee.

28.16 A faculty unit employee shall render service to the CSU upon return from a difference in pay leave at the rate of one (1) term of service for each term of leave.

## Article 29

## Faculty Early Retirement Program

29.1 Eligible tenured faculty employees who have reached the age of fifty-five (55) may, subject to the conditions below, participate in a Faculty Early Retirement Program (FERP).

29.2 An eligible tenured faculty employee or tenured librarian shall notify the President in writing at least six (6) months prior to the beginning of the campus academic year that he/she opts to participate in the FERP. The President may waive the required notice period.

29.3 The potential participant shall be provided with a FERP appointment letter from the President. The FERP appointment letter shall indicate the required period of employment as determined by the President. The employee shall provide to the President a written statement of acceptance of such a FERP appointment. If the President determines it is necessary, due to program needs, to alter the period of employment, the President and the participant shall attempt to reach mutual agreement on an alternative. If mutual agreement is not reached, the President may alter the period of employment, provided that the participant receives a one hundred and twenty (120) day notice.

29.4 Participants in FERP shall have been granted a service retirement. Such service retirement shall be in accordance with the requirements of PERS and/or STRS.

29.5 Participation in FERP shall commence at the beginning of the campus academic year. Service retirement shall begin concurrently with or prior to the beginning of the campus academic year.

29.6 a. An employee who opts to participate in FERP pursuant to 29.2 prior to July 1, 1987, shall be entitled to the yearly period of employment for no more than eight (8) consecutive academic or fiscal years. Such employment shall be at the same rank and salary (step) level of the participant in the academic or fiscal year immediately prior to retirement. Such employment shall be proportional to the time base of the participant in the academic or fiscal year immediately prior to retirement.

b.. An employee who opts to participate in FERP pursuant to 29.2 on or after July 1, 1987, and whose participation commences with the beginning of the 1988/89 academic year or thereafter, shall be entitled to the yearly period of employment as follows: for those ages fifty-five (55) through sixty-two (62) when participation begins, five (5) years; for those ages sixty-three (63) through sixty-five (65) when participation begins, four (4) years; for those above age sixty-five (65), three (3) years or until the participant attains age seventy (70), whichever is sooner.

29.7 The term "period of employment" shall refer to one (1) academic term not to exceed a total of ninety (90) workdays or forty (40) percent of the employee's regular timebase in the year preceding retirement. The permissable "period of employment" shall refer to one (1) academic term not to exceed a total of ninety (90) workdays or fifty (50) percent of the employee's regular time base in the year preceding retirement, effective for all employees retiring after the effective date of legislation permitting such change. Calculations of such periods of employment shall include days worked in summer session/special session or CSU extension that do not coincide with the period of employment.

29.8 A participant in FERP at California State University, Stanislaus or a quarter system campus may request of the President employment in addition to the one (1) academic term period of employment, provided that such additional employment does not result in a total period of employment which exceeds the ninety (90) day limit pursuant to provision 29.7.

29.9 The right to continued employment in the FERP pursuant to provision 29.6 of this Article shall terminate in the event of dismissal for cause, layoff, or failure to meet the employment commitment. The right of continued employment in FERP pursuant to provision 29.6 of this Article shall terminate upon the participant's attainment of age seventy (70) years or upon the conclusion of the academic or fiscal year in which the age of seventy (70) years is attained.

29.10 A participant may request that the time base of the FERP appointment be reduced. The President shall determine if such a request shall be granted. Such a reduction in time base shall continue for the duration of the FERP appointment.

29.11 Participants may be appointed in CSU extension during the period of employment in FERP.

29.12 Notwithstanding provisions 29.7, 29.8, and 29.11, participants shall not be eligible for other CSU appointments while in the FERP.

29.13 Effective July 1, 1987, tenured faculty unit employees receiving Designated Market Condition Salaries in disciplines designated hard-to-hire pursuant to provisions 31.26 - 31.30 shall not be eligible to opt to participate in FERP pursuant to 29.2. An employee receiving a Designated Market Condition salary who, pursuant to 29.2, opts to participate in FERP prior to July 1, 1987, shall continue to participate in FERP under the provisions of this Article.

29.14 Participants may be granted a leave without pay from the period of employment under FERP in accordance with Article 22 of this Agreement. A participant shall be granted one (1) leave of absence without pay for personal illness for all or part of the period of employment within one (1) fiscal or academic year in FERP. Such leaves shall not affect future participation in FERP.

29.15 At the time of the service retirement and appointment in FERP, a participant may elect to carry over up to forty-eight (48) hours of sick leave into the FERP appointment if the participant elects to reduce his/her accumulated sick leave by that amount for service retirement credit. In addition to the sick leave carry over, if any, full-time FERP participants shall continue to accrue eight (8) hours sick leave per qualifying academic pay period or qualifying pay period during the period of employment. Such accrual shall be pro rata for less than full-time participants. A maximum of one hundred and sixty (160) hours of sick leave may be accrued during FERP.

29.16 A participant shall be required to perform normal responsibilities and his/her share of normal duties and activities.

29.17 A participant shall, for the period of active employment, be deemed a tenured faculty employee. Such a participant shall be eligible to serve on governance committees whose assignments are normally completed during the period of employment. Participants shall not be eligible to serve on peer

review committees constituted for the purpose of Performance Reviews in accordance with provisions 15.31 - 15.41.

29.18 Employees deemed tenured pursuant to 29.17 shall not be counted against any percentage limitation on total tenured faculty employment at the department, school/college, campus, or statewide level.

29.19 During the period of an employee's participation in FERP, the CSU shall provide a CSU dental plan on the same basis as such a plan is provided to faculty unit employees. The provision of such a dental plan shall require that the participant was enrolled in a CSU dental plan immediately prior to service retirement.

29.20 The following provisions of this Agreement shall not apply to participants in FERP:
Article 14, Promotion
Article 24, Sick Leave, 24.1, 24.3, 24.4
Article 27, Sabbatical Leaves
Article 32, Benefits, 32.1

## Article 30

## Pre-Retirement Reduction in Time Base

30.1 The Pre-Retirement Reduction in Time Base (PRTB) shall be available to tenured faculty unit employees who have reached the age of fifty-five (55) years subject to the following conditions:

a. That such a tenured faculty unit employee requests entry into PRTB at least six (6) months prior to the beginning of the fiscal year or academic year in which he/she desires to participate in PRTB. The President may waive the required request time limits.

b. That such a tenured faculty unit employee shall not have reached the age of sixty-five (65) at the time of requested entry into PRTB; or, if a member of STRS, such an employee shall not have reached the age of sixty-four (64) at the time of requested entry into PRTB.

c. That such a request is granted by the President. The President shall respond to such a request no later than sixty (60) days after receipt of such a request.

d. That the President shall provide the potential participant in PRTB with an appointment letter which shall indicate the terms of the reduction in time base. The faculty unit employee shall provide the President with a written statement of acceptance of the reduction in time base.

30.2 The PRTB shall provide a reduction in time base to an average of two-thirds (2/3), one-half (1/2), or one-third (1/3) of full time for a maximum period of five (5) consecutive years.

30.3 Faculty unit employees requesting to participate in PRTB shall have been employed in the CSU for at least ten (10) years at full time. The five (5) years immediately preceding the effective date of the PRTB shall have been continuous full-time employment.

30.4 Entry into PRTB may be implemented at the beginning of an academic year or, when appropriate, at the beginning of the fiscal year.

30.5 The time base of a participant shall be reduced to the requested two-thirds (2/3), one-half (1/2), or one-third (1/3) for the academic year or fiscal year.

30.6 PERS and STRS deductions shall be based upon the full-time rate of pay. The CSU and the employee shall pay their respective shares. For OASDI, the rate shall be on the actual amount of remuneration.

30.7 Health, dental and other appropriate benefits available to full-time faculty unit employees shall be available on the same basis to PRTB participants.

30.8 PRTB participants shall not be eligible for sabbatical leaves or leaves with pay.

30.9 Sick leave shall be accrued by participants in PRTB on a pro rata basis.

30.10 The time base of a PRTB participant shall be considered full time for the purpose of restrictions on additional employment as provided in Article 36, Additional Employment.

30.11 Once a faculty unit employee is authorized to participate in PRTB, the faculty unit employee may not revoke the reduced time base and return to full-time employment unless approved by the President. Further, this provision shall apply if a PRTB participant completes the maximum five (5) years and does not elect a service retirement.

30.12 A participant's appropriate annual salary shall be paid in twelve (12) equal payments. If a participant fails to meet his/her employment commitment, salary adjustments or repayment by the participant of an overpayment may be required. Such an adjustment or required repayment shall not be the basis of a grievance.

30.13 A participant shall be required to perform normal responsibilities, duties, and activities pro rata.

# Article 31

## Salary

31.1 The salary schedules that pertain to employees covered by this Agreement shall be found in Appendix C and incorporated in this Agreement by reference.

31.2 Effective July 1, 1987, the salary schedules in Appendix C shall be changed to reflect the following schedule.

| Step | | Academic Year Employment | | 12 Month Employment |
|---|---|---|---|---|
| 1 | | 19,956 | | 22,632 |
| 2 | Assistant | 20,796 | | 23,616 |
| 3 | | 21,696 | | 24,672 |
| 4 | | 23,616 | | 27,024 |
| 5 | | 24,672 | | 28,296 |
| 6 | | 25,812 | Instructor | 29,640 |
| 7 | | 27,024 | | 31,044 |
| 8 | | 28,296 | | 32,496 |
| 9 | Assistant | 29,640 | | 34,056 |
| 10 | Professor | 31,044 | | 35,676 |
| 11 | | 32,496 | | 37,380 |
| 12 | | 34,056 | | 39,168 |
| 13 | | 35,676 | | 41,064 |
| 14 | | 37,380 | Associate | 43,020 |
| 15 | | 39,168 | Professor | 45,096 |
| 16 | | 41,064 | | 47,280 |
| 17 | | 43,020 | | 49,548 |
| 18 | Professor | 45,096 | | 51,960 |
| 19 | | 47,280 | | 54,468 |
| 20 | | 49,548 | | 57,108 |

**Designated Market Disciplines**

| | | | | |
|---|---|---|---|---|
| 1 | | 31,488 | | 36,156 |
| 2 | | 32,964 | | 37,872 |
| 3 | | 34,524 | | 39,648 |
| 4 | Assistant | 36,156 | | 41,544 |
| 5 | Professor | 37,872 | | 43,524 |
| 6 | | 39,600 | Associate | 45,576 |
| 7 | | 41,496 | Professor | 47,748 |
| 8 | | 44,352 | | 51,060 |
| 9 | | 46,464 | | 53,508 |
| 10 | Professor | 48,708 | | 56,112 |
| 11 | | 51,060 | | 58,824 |
| 12 | | 53,508 | | 61,680 |

31.3 Effective upon ratification by both parties, incumbent employees shall be placed on the new salary schedule in accordance with the chart depicted below:

**Conversion Table**
**Salary Structure Revision**
**Academic Year**

| Incumbent Rank & Step Eligibility | Salary On Current Schedule | New Step | Salary on Schedule | MSA |
|---|---|---|---|---|
| **Assistant** | | | | |
| Step 1 | 19,956 | 1 | 19,956 | 2 |
| Step 2 | 20,796 | 2 | 20,796 | 1 |
| Step 3 | 21,696 | 3 | 21,696 | 0 |
| **Instructor** | | | | |
| Step 1 | 23,616 | 4 | 23,616 | 4 |
| Step 2 | 24,672 | 5 | 24,672 | 3 |
| Step 3 | 25,812 | 6 | 25,812 | 2 |
| Step 4 | 27,024 | 7 | 27,024 | 1 |
| Step 5 | 28,296 | 8 | 28,296 | 0 |
| **Assistant Professor** | | | | |
| Step 1 | 25,812 | 6 | 25,812 | 4 |
| Step 2 | 27,024 | 7 | 27,024 | 3 |
| Step 3 | 28,296 | 8 | 28,296 | 2 |
| Step 4 | 29,640 | 9 | 29,640 | 1 |
| Step 5 | 31,044 | 10 | 31,044 | 0 |
| **Associate Professor** | | | | |
| Step 1 | 32,496 | 11 | 32,496 | 4 |
| Step 2 | 34,056 | 12 | 34,056 | 3 |
| Step 3 | 35,676 | 13 | 35,676 | 2 |
| Step 4 | 37,380 | 14 | 37,380 | 1 |
| Step 5 | 39,168 | 15 | 39,168 | 0 |
| **Full Professor** | | | | |
| Step 1 | 41,064 | 16 | 41,064 | 4 |
| Step 2 | 43,020 | 17 | 43,020 | 3 |
| Step 3 | 45,096 | 18 | 45,096 | 2 |
| Step 4 | 47,280 | 19 | 47,280 | 1 |
| Step 5 | 49,548 | 20 | 49,548 | 0 |

**Designated Market Disciplines**

| Incumbent Eligibility | | New Step | | MSA |
|---|---|---|---|---|
| **Assistant Professor DMD** | | | | |
| Step 1 | 31,488 | 1 | 31,488 | 4 |
| Step 2 | 32,964 | 2 | 32,964 | 3 |
| Step 3 | 34,524 | 3 | 34,524 | 2 |
| Step 4 | 36,156 | 4 | 36,156 | 1 |
| Step 5 | 37,872 | 5 | 37,872 | 0 |
| **Associate Professor DMD** | | | | |
| Step 1 | 36,072 | 4 | 36,156 | 4 |
| Step 2 | 37,800 | 5 | 37,872 | 3 |
| Step 3 | 39,600 | 6 | 39,600 | 2 |
| Step 4 | 41,496 | 7 | 41,496 | 1 |
| Step 5 | 43,476 | 8 | 44,352 | 0 |
| **Full Professor DMD** | | | | |
| Step 1 | 44,352 | 8 | 44,352 | 4 |
| Step 2 | 46,464 | 9 | 46,464 | 3 |
| Step 3 | 48,708 | 10 | 48,708 | 2 |
| Step 4 | 51,060 | 11 | 51,060 | 1 |
| Step 5 | 53,508 | 12 | 53,508 | 0 |

31.4 Effective upon ratification of this agreement, the following shall apply to the schedules in 31.2 above.

**Regular Schedule**

a. Assistant salaries shall fall between steps 1 and 3, inclusive.

b. Instructor salaries shall fall between steps 4 and 8, inclusive.

c. Assistant Professor salaries shall fall between steps 6 and 13, inclusive.

d. Associate Professor salaries shall fall between steps 11 and 18, inclusive.

e. Full Professor salaries shall fall between steps 16 and 20, inclusive.

f. Assistant Professor salaries shall fall between steps 1 and 7, inclusive.

g. Associate Professor salaries shall fall between steps 4 and 10, inclusive.

h. Full Professor salaries shall fall between steps 8 and 12, inclusive.

31.5 Faculty hired after ratification of this Agreement, and faculty promoted after the effective date of this Agreement, shall be placed on the salary schedule in accordance with 31.4 above. After appointment or promotion, such faculty shall be eligible for consideraton for four (4) annual MSAs. In no event shall any salaries exceed the limits of the range for that rank, as described in 31.4 above, by virtue of award of an MSA. The establishment of this new salary schedule shall not in any way diminish the current faculty involvement in consultation and recommendation of appropriate rank for newly hired faculty.

31.6 **Salaries for 1987/88**

a. Effective July 1, 1987, salary rates on the schedule in Appendix C which pertain to members of the unit shall be increased by that percentage identified and officially adopted by the California Post-Secondary Education Commission (CPEC) as the salary lag between CSU faculty and those at CSU's comparison institutions (6.9%). This percentage shall be applied across-the-board to rates on the schedule in effect June 30, 1987.

31.6 b. In the event that the percentage increase identified by CPEC as the salary lag is not appropriated and allocated by the Legislature and the Governor, the parties shall meet to negotiate the effective date and percentage for an across-the-board increase in accordance with funds appropriated and allocated.

31.7 **Salaries for 1988/89**

a. Effective July 1, 1988, salary rates on the schedule in Appendix C which pertain to members of the unit shall be increased by that percentage identified and officially adopted by the California Post-Secondary Education Commission (CPEC) as the salary lag between CSU faculty and those at CSU's comparison institutions. This percentage shall be applied across-the-board to rates on the schedule in effect June 30, 1987.

b. In the event that the percentage increase identified by CPEC as the salary lag is not appropriated and allocated by the Legislature and the Governor, the parties shall meet to negotiate the effective date and percentage for an across-the-board increase in accordance with funds appropriated and allocated.

31.8 **Salaries for 1989/90**

a. Effective July 1, 1989, salary rates on the schedule in Appendix C which pertain to members of the unit shall be increased by that percentage identified and officially adopted by the California Post-Secondary Education Commission (CPEC) as the salary lag between CSU faculty and those at CSU's comparison institutions. This percentage shall be applied across-the-board to rates on the schedule in effect June 30, 1987.

b. In the event that the percentage increase identified by CPEC as the salary lag is not appropriated and allocated by the Legislature and the Governor, the parties shall meet to negotiate the effective date and percentage for an across-the-board increase in accordance with funds appropriated and allocated.

31.9 **Salaries for 1990/91**

a. Effective July 1, 1990, salary rates on the schedule in Appendix C which pertain to members of the unit shall be increased by that percentage identified and officially adopted by the California Post-Secondary Education Commission (CPEC) as the salary lag between CSU faculty and those at CSU's comparison institutions. This percentage shall be applied across-the-board to rates on the schedule in effect June 30, 1987.

b. In the event that the percentage increase identified by CPEC as the salary lag is not appropriated and allocated by the Legislature and the Governor, the parties shall meet to negotiate the effective date and percentage for an across-the-board increase in accordance with funds appropriated and allocated.

31.10 Promotion shall be accompanied by advancement of at least one (1) step on the appropriate schedule.

**Merit Salary Adjustment**

31.11 Merit salary adjustments (MSAs) refer to annual upward movement between steps on the salary schedules. Such adjustments shall be one (1) step annually, and shall be

limited to four (4) MSAs following appointment or the most recent promotion. No MSAs will be granted beyond step 20 on the appropriate schedule.

31.12 Upon the determination by the appropriate administrator that an employee has performed with merit in carrying out the duties of his/her position, the employee shall receive a merit salary adjustment. Such a determination shall be after consideration of material in the employee's Personnel Action File.

31.13 An employee shall receive written notice of denial of a merit salary adjustment.

31.14 Upon request of an employee denied an MSA, a meeting shall be arranged within seven (7) days with an appropriate administrator for the purpose of reviewing such denial. The employee may be represented at this meeting by the CFA. At this meeting, the appropriate administrator may establish with the employee conditions upon which the MSA shall be authorized within the year, and the date of review to determine whether such conditions were met.

31.15 The appropriate administrator may at any time reverse the denial of an MSA. Such a reversal may be effective retroactively or effective for a part of the year.

31.16 MSAs shall be subject to funds being approriated by the Legislature and made available to the CSU specifically for the purpose of annual MSAs.

**Meritorious Performance and Professional Promise**

31.17 The parties are committed to provide special incentives for meritorious performance and professional promise in the areas of teaching, other professional accomplishments and service to the University community. This program is dedicated to that end.

31.18 Criteria to be used in the evaluation of faculty applications for these incentive awards shall be developed mutually by the academic senate or council and the campus President or designee.

31.19 In each fiscal year of this Agreement, there shall be 1870 awards, and each award shall be in the amount of two thousand five hundred dollars ($2,500). This amount shall not accrue to the base salary of the recipient.

31.20 The Chancellor shall apportion to each campus the number of awards to be provided on that campus pro rata based on FTEF.

31.21 The President shall allocate the number of awards to each school, college, or appropriate administrative unit pro rata based on FTEF.

31.22 The faculty of a particular school, college, or appropriate administrative unit shall, after consideration of applications therefor, forward, in a timely fashion to the Dean or appropriate administrator recommendations as to individuals designated to receive the award.

31.23 If the Dean or appropriate administrator concurs with the recommendations, the awards shall be implemented as recommended.

31.24 If the Dean disagrees with the recommendations forwarded by the faculty, both the recommendations of the Dean or appropriate administrator and those of the faculty shall be forwarded to the President.

31.25 The President shall transmit both sets of recommendations for review by a University-wide faculty committee, which shall forward its recommendation to the President for his/her consideration in making a final determination. If the President disagrees with the university-wide committee, he/she shall state his/her reasons therefor and shall return the denied application to the originating faculty committee with the request to forward a substitute recommendation to the Dean or appropriate administrator as provided in provision 31.15 above. No award under this article shall be made without a recommendation from the faculty of the particular school, college, or appropriate administrative unit. The collective and separate judgment of the faculty and the President shall not be grievable except on procedural grounds.

**Designated Market Discipline Salaries**

31.26 The purpose of the market condition salary schedule shall be to ameliorate critical recruitment and retention problems of the campus in certain specializations.

31.27 Placement of an individual on the Designated Market Discipline Salary Schedule shall be a permanent change in the individual employee's base salary.

31.28 When a teaching specialization is no longer determined by the Chancellor to be subject to critical recruitment and retention problems, or if an employee in Computer Science falls below the eligibility criteria for the Designated Market Discipline Salary, employees in such specializations shall no longer continue to receive MSAs or annual salary adjustments under this paragraph. When salaries of such

employees approximate those salaries paid in disciplines not included in this program, such employees shall be placed back on the appropriate step on the schedule in Appendix C based upon prior placement on that schedule and the subsequent years in rank. If the employee is not placed at the maximum of the rank, he/she will continue to be eligible for MSAs pursuant to 31.4 - 31.9.

31.29 The authorization of a teaching specialization may be effective until such time as it is determined by the CSU that the specialization should be removed from the list of designated market disciplines. Disciplines removed shall not be replaced by other specializations, nor shall specializations be added to the current designated list.

31.30 Upon final authorization of the Chancellor, the CSU agrees to immediately discuss with the CFA regarding the bargaining unit impact of the teaching specializations and the Designated Market Discipline Salaries.

**Department Chairpersons**

31.31 Employees serving as department chair in class codes 2481, 2482, 2483 and 2484 shall receive an additional stipend of eighty dollars ($80.00) per month of service as chairperson. Chairpersons of departments of eighteen (18) or more full-time equivalent faculty (FTEF) shall receive an additional amount of forty dollars ($40.00) per month of service as chairperson.

## Article 32
## Benefits

**Health**

32.1 Eligible employees and eligible family members as defined by PERS shall continue to receive health benefits offered through the PERS system for the life of this Agreement. Payment for these benefits shall be based on rates established by the PERS for participating members. The Employer contribution shall be based on the current formula as provided in Government Code Section 22825.1.

32.2 For the limited and exclusive purpose of providing health insurance, employees appointed to the class of Lecturer, Academic Year (Class Code 2358) and/or Coach, Academic Year (Class Codes 2375, 2378, 2381, and 2384), who are not eligible to enroll under the regular enrollment regulations shall be eligible to enroll under the following conditions:

a. The employee is appointed for one (1) semester or two (2) consecutive quarters for six (6) Weighted Teaching Units or more but less than seven and one-half (7 1/2) Weighted Teaching Units.

b. Enrollment will be continued during subsequent consecutive semesters or quarters provided the employee is appointed for six (6) Weighted Teaching Units or more.

c. If during an academic year (following completion of the initial qualifying appointment period of one (1) semester or two (2) consecutive quarters), the enrolled employee is appointed for less than six (6) Weighted Teaching Units or is not reappointed, the employee may continue enrollment by direct payment of the employee and employer premiums through the end of that academic year (August pay period).

d. If during the initial qualifying appointment period (one (1) semester or two (2) consecutive quarters) the employee's assignment is reduced to less than six (6) Weighted Teaching Units, the employee's enrollment will be administratively cancelled on the same basis as others who lose eligibility.

e. An employee who had a qualifying fall term appointment or who was eligible in the fall to enroll under the regular enrollment regulations and who elected not to enroll shall not be eligible to enroll during subsequent terms of that academic year under this section of the Agreement.

f. Individuals eligible to receive health care through payment of the student health fee shall not be eligible to enroll under this procedure.

g. In accordance with provision 32.1, eligibility shall be as defined by PERS.

**Dental Plans**

32.3 CSU enhanced dental benefits shall be offered to eligible employees and eligible family members for the life of this Agreement, fully paid by the Employer, with the same level of benefits as in fiscal year 1983/84.

32.4 The term "eligible employee(s)" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from dental benefits also include intermittent employees or any employee paid wholly from funds not controlled by the

CSU or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made. A participant in the Faculty Early Retirement Program shall be deemed an eligible employee if the participant was enrolled in a CSU dental plan immediately prior to his/her service retirement.

32.5 For the limited and exclusive purpose of providing dental insurance, employees appointed to the class of Lecturer, Academic Year (Class Code 2358) and/or Coach, Academic Year (Class Codes 2375, 2378, 2381, and 2384), who are not eligible to enroll under the regular enrollment regulations shall be eligible to enroll under the following conditions:

a. The employee is appointed for one (1) semester or two (2) consecutive quarters for six (6) Weighted Teaching Units or more but less than seven and one-half (7 1/2) Weighted Teaching Units.

b. Enrollment will be continued during subsequent consecutive semesters or quarters provided the employee is appointed for six (6) Weighted Teaching Units or more.

c. If during an academic year (following completion of the initial qualifying appointment period of one (1) semester or two (2) consecutive quarters), the enrolled employee is appointed for less than six (6) Weighted Teaching Units or is not reappointed, the employee may continue enrollment by direct payment of the employee and employer premiums through the end of that academic year (August pay period).

d. If during the initial qualifying appointment period (one (1) semester or two (2) consecutive quarters) the employee's assignment is reduced to less than six (6) Weighted Teaching Units, the employee's enrollment will be administratively cancelled on the same basis as others who lose eligibility.

e. An employee who had a qualifying fall term appointment or who was eligible in the fall to enroll under the regular enrollment regulations and who elected not to enroll shall not be eligible to enroll during subsequent terms of that academic year under this section of the Agreement.

f. Individuals eligible to receive health care through payment of the student health fee shall not be eligible to enroll under this procedure.

g. In accordance with provision 32.1, eligibility shall be as defined by PERS.

**Vision Care**

32.6 Eligible employees and eligible family members as defined in 32.1 and 32.2 shall be entitled to receive vision care benefits as provided in the program presently offered by CSU for non-Unit 3 employees, and the CSU hereby agrees the Employer's contribution shall equal one hundred (100) percent of the basic monthly premium.

32.7 The term "eligible family member" as used in this Article shall mean the eligible employee's legal spouse and unmarried children from birth to the end of the month in which the dependent children reach age twenty-three (23). An adopted child, stepchild, illegitimate child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over age twenty-three (23) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistant with the carrier's requirements. Upon attaining age twenty-three (23), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

32.8 No provision contained in this article shall be implemented unless and until the amount required therefor is appropriated by the Legislature and made available to the CSU for expenditure for such purposes.

**Information Regarding Benefits**

32.9 The campus Personnel Office shall make available information concerning an employee's rights under Nonindustrial Disability Insurance (NDI) Industrial Disability Leave (IDL), Temporary Disability, Social Security and PERS or STRA retirement options.

**Recreational Facilities**

32.10 Employees shall have access to campus recreational facilities when the appropriate administrator has determined that such access does not interfere with the student's use of the facilities. A nominal fee to cover CSU costs may be charged. Use of campus recreational facilities by a faculty unit employee pursuant to the terms of this provision shall be wholly voluntary and, for the purpose of workers compensation, any time spent in the use of these facilities shall not be counted as time worked.

**Travel Reimbursement**

32.11 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with the following.

32.12 When an employee is authorized by an appropriate administrator to operate a privately owned vehicle, the employee may claim twenty and one-half cents (20.5¢) per mile. An employee may claim thirty cents (30¢) per mile if he/she certifies on the Travel Expense Claim form that the actual cost of operating the vehicle was equal to or greater than thirty cents (30¢) per mile.

32.13 The travel allowance shown below is authorized for in-state travel. Such allowance is intended for trips of such duration for which weekly or monthly rates are not obtainable. The several components of the allowance per 24-hour or fractional part thereof are set forth below.

| | Statewide | Designated High Cost Areas |
|---|---|---|
| Lodging | $45.00 | $64.00 |
| Breakfast | 4.50 | 5.50 |
| Lunch | 8.00 | 8.50 |
| Dinner | 15.00 | 16.00 |
| | $72.50 | $94.00 |

An additional $4.00 incidental allowance may be claimed for each full 24-hour period.

An employee is eligible to claim the high cost allowance if he/she is required to travel to the downtown or airport areas of San Francisco, Sacramento, Los Angeles, Pacific Grove or San Diego, and furnishes a commercial lodging receipt for the day(s) of travel which bears one of the following Zip Codes:

| | |
|---|---|
| San Francisco: | 94010, 94030, 94080, 94101, 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94110, 94111, 94112, 94114, 94115, 94116, 94117, 94118, 94121, 94122, 94123, 94124, 94127, 94128, 94129, 94131, 94132, 94133, 94134 |
| Long Beach: | 90801, 90802, 90803, 90804, 90815 |
| Los Angeles: | 90004, 90005, 90006, 90007, 90010, 90012, 90013, 90014, 90015, 90017, 90019, 90020, 90021, 90024, 90025, 90028, 90035, 90036, 90038, 90045, 90071, 90077, 90210, 90212, 90230, 90245, 90250 |
| Pacific Grove: | 93950 |
| Sacramento: | 95814, 95815, 95821, 95837 |
| San Diego: | 92101, 92103, 92106, 92108, 92109, 92110, 92120, 92138 |

32.14 The allowance for the fractional part of a travel period that is of more than twenty-four (24) hours duration may include lodging, breakfast, lunch, dinner, and miscellaneous. Dinner is allowed if the travel terminates one (1) hour after the regularly scheduled workday.

32.15 An employee in travel status for less than twenty-four (24) hours may claim the allowance for breakfast and/or dinner, provided the travel commences or terminates at least one (1) hour before or one (1) hour after the regularly scheduled workday. Expenses must be incurred more than twenty-five (25) miles from the employee's normal work location, except that an employee who travels by air before and/or after his/her regularly scheduled workday may claim breakfast and/or dinner consumed at the airport prior to or after the travel.

32.16 For travel time less than twenty-five (25) miles from his/her normal work location, the employee may only claim mileage.

32.17 In cases where adherence to the twenty-five mile limitation creates an unusual and unavoidable hardship to the employee, exceptions may be granted by the President.

32.18 An employee is required to pay the parking fee as determined by the CSU for parking at any facility of the CSU. The CSU shall provide for payroll deductions for this purpose upon written authorization by the employee. The CSU shall not change the parking fees payable in effect fall term 1985, without first complying with provision 3.1 of the Agreement. Meeting and conferring over the impact of such a charge shall be about the portion of the rate increase, if any, the faculty unit employees will pay.

32.19 All members of the bargaining unit shall be eligible to participate in tax-sheltered annuity programs in accordance with regulations and procedures as established by The California State University.

32.20 The CSU shall provide eligible employees as defined in 32.1 and 32.2 with a supplemental life insurance program at no cost to the employee. This program shall provide life insurance during the term of employment in the amount of fifty thousand dollars ($50,000). This provision shall become operative on July 1, 1990, and shall be effective only if the expiration date of this Agreement is June 30, 1991, or later. This provision shall be exempt from the conditions set forth in provisions 32.8 and 39.3.

## Article 33

## Holidays

33.1 Faculty unit employees who are classified as "academic year" employees are entitled to all days designated in the

campus academic calendar as academic holidays, or any other day designated by the Governor for a public fast or holiday. Such academic holidays shall not be compensable.

33.2 This Article shall not apply to a faculty unit employee whose classification indicates "Casual Employment Employee."

33.3 A faculty unit employee shall be entitled to a Personal Holiday which may be taken on one (1) day during the calendar year. If the faculty unit employee fails to take the Personal Holiday before the end of the calendar year, the holiday shall be forfeited. CSU and CFA shall endeavor to inform a new faculty unit employee of his/her Personal Holiday. Scheduling of the Personal Holiday shall be by mutual agreement of the faculty unit employee and the appropriate administrator.

33.4 Provisions 33.5 - 33.11 of this Article shall apply only to ten (10) month and twelve (12) month faculty unit employees.

33.5 The following paid holidays, except as provided in provision 33.7 below, shall be observed on the day specified.

a. January 1
b. Third Monday in January (Martin Luther King, Jr. Day)
c. July 4
d. First Monday in September (Labor Day)
e. Thanksgiving Day
f. December 25
g. Any other day designated by the Governor for a public fast or holiday.

33.6 The paid holidays listed in this provision shall be officially observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled by the President for observance on another day.

a. Third Monday in February (Washington's Birthday)
b. February 12 (Lincoln's Birthday)
c. Last Monday in May (Memorial Day)
d. Admission Day
e. Second Monday in October (Columbus Day)
f. November 11 (Veterans' Day)

33.7 Any paid holiday listed in this Article which falls on a Saturday shall be observed on the preceding Friday. Any paid holiday listed in this Article which falls on a Sunday shall be observed on the following Monday.

33.8 A full-time faculty unit employee in pay status on the day a paid holiday is officially observed shall be entitled to an

eight (8) hour paid holiday. A less than full-time employee in pay status on the day a paid holiday is officially observed shall be entitled to an eight (8) hour holiday pro rata. An employee on a leave of absence without pay or other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.

33.9 If a paid holiday falls on a scheduled workday during the faculty unit employee's vacation or within a period of absence chargeable to sick leave, the faculty unit employee will not be charged sick leave or vacation time.

33.10 A faculty unit employee who is authorized to work and works on the day a holiday is observed is entitled to a maximum of eight (8) hours holiday compensating time off (CTO). This provision provides the only conditions under which an employee may be compensated by holiday CTO. Such earned holiday CTO shall be scheduled by mutual agreement of the faculty unit employee and the appropriate administrator.

33.11 If the first working day of a new faculty unit employee is preceded by a holiday, the faculty unit employee shall not be entitled to the holiday.

## Article 34

## Vacation

34.1 The provisions of this Article apply only to faculty unit employees in classifications which indicate a ten (10) month or twelve (12) month work year.

34.2 The provisions of this Article do not apply to faculty unit employees in classifications which indicate an academic work year or to faculty unit employees in classifications which indicate a casual employment employee.

**Vacation Credit**

34.3 Full-time ten (10) month and twelve (12) month faculty unit employees shall be entitled to sixteen (16) hours [two (2) days] vacation credit for each qualifying month of service. Ten (10) month and twelve (12) month faculty unit employees who work less than full time shall be entitled to vacation credit on a pro rata basis.

34.4 For purposes of computing vacation credit, a faculty unit employee who works eleven (11) or more days in a monthly pay period is considered to have completed a month, a qualifying month of service, or continuous service. When an

absence without pay of more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, one (1) of the pay periods is disqualified.

34.5 An authorized leave of absence without pay shall not be considered service for the purposes of vacation accrual.

34.6 Vacation credits are cumulative to a maximum of three hundred and twenty (320) working hours for ten (10) or less years of qualifying service or four hundred and forty (440) working hours for more than ten (10) years of such service. Accumulations in excess of this amount as of January 1 of each year shall be forfeited by the faculty unit employee.

34.7 After one (1) full year of employment, a faculty unit employee shall take at least forty (40) hours of vacation each calendar year. Any part of the forty (40) hours not taken during the calendar year shall be forfeited as of January 1 of the subsequent year.

34.8 The President may permit a faculty unit employee to carry over more than allowable credits pursuant to provision 34.6 or waive provision 34.7 of this Article when the faculty unit employee was prevented from taking enough vacation to reduce the credits because the faculty unit employee:

a. was required to work as a result of fire, flood, or other extreme emergency;

b. was assigned work of priority or critical nature over an extended period of time;

c. was absent on full salary for compensable injury; or

d. was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.

34.9 A faculty unit employee shall not take vacation until completion of one (1) month in work status.

34.10 Requests for scheduling vacation shall be submitted in writing to the appropriate administrator at least thirty (30) days in advance. The scheduling of vacation may also arise from the needs of the institution. Vacations shall be taken as authorized by the President. Vacations shall be scheduled by mutual agreement of the faculty unit employee and appropriate administrator whenever possible. When authorized to do so by the appropriate administrator, a faculty unit employee may take vacation without submitting such a request.

## Article 35

## Outside Employment

35.1 Outside employment shall not conflict with normal work assignments or satisfactory performance of all duties of the faculty unit employee.

35.2 Upon written request directed to an individual full-time faculty unit employee by the appropriate administrator, the faculty unit employee shall provide a written statement of the amount and approximate distribution of time devoted to continuous outside employment during the academic term to which he/she has been appointed. Such requests may be made when the appropriate administrator has determined that such information is necessary to ascertain compliance with provision 35.1 of this Article.

## Article 36

## Additional Employment

36.1 Additonal employment shall refer to any employment compensated by CSU, funded by the general fund or nongeneral funds including CSU auxiliaries, that is in addition to the primary or normal employment of a faculty unit employee.

36.2 If a faculty unit employee holds more than one appointment, primary or normal employment of the faculty unit employee shall refer to an appointment of more than a fifty percent (50%) timebase. If no appointment is greater than a fifty percent (50%) timebase, the normal employment shall refer to the appointment deemed normal by CSU.

36.3 A faculty unit employee shall inform the President, at the time of appointment, of any appointments elsewhere in CSU.

36.4 The "25% overage" as used in this Article, shall be calculated as a percentage of full-time workload or, when appropriate, full-time timebase. The total additional employment of a faculty unit employee shall not exceed a total of twenty-five percent (25%) overage.

36.5 Limitation on Additional Employment

A faculty unit employee shall be limited in CSU employment to the equivalent of one (1) full-time position in his/her primary or normal employment. An "overage" of 25% of a full-time position shall be allowed if the overage employment: (a) consists of employment of a substantially different nature from his/her primary or normal employment; (b) is

funded from non-General Fund sources; or (c) is the result of the accrual of part-time employment on more than one campus.

**Applicable Time Periods for Limitations on Additional Employment**

36.6 The applicable time period for twelve (12) month faculty unit employees shall be the calendar year, exclusive of the faculty unit employee's earned vacation periods.

36.7 The applicable time period for ten (10) month or academic year faculty unit employees shall be the academic year at semester/quarter campuses and the individual's academic year at QSYRO campuses, exclusive of time periods between academic years, time periods between academic terms, and the vacation periods of a faculty unit employee.

## Article 37

## Safety

37.1 The CSU recognizes the importance of procedures for the protection of health and safety of faculty unit employees. The CSU shall endeavor to maintain conditions which are conducive to the health and safety of the employees. The CSU shall endeavor to ensure that faculty unit employees will not be required (a) to work in unsafe conditions or (b) to perform tasks that endanger their health or safety.

37.2 Safety equipment shall be provided to a faculty unit employee when it is deemed necessary by the President to maintain safe and healthful conditions.

37.3 A faculty unit employee shall endeavor to maintain safe working conditions and shall adhere to CSU-established safety rules, regulations, and practices.

37.4 A faculty unit employee who observes or detects any safety hazard shall report it to the appropriate administrator as soon as possible. All work-related injuries and illnesses shall be reported immediately to the appropriate administrator.

37.5 Recommendations and suggestions regarding safety and requests for safety equipment presented by a faculty unit employee shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator in writing, the appropriate administrator shall respond in writing.

37.6 When a faculty unit employee believes in good faith that he/she is being required to work under unhealthy or unsafe

conditions, he/she shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions and shall immediately communicate with the faculty unit employee as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.

37.7 A faculty unit employee may request a temporary reassignment when he/she believes in good faith that his/her present assignment presents a clear danger to his/her health and safety. The appropriate administrator shall promptly respond to such a request. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigation, the temporary reassignment shall continue until remedy is implemented.

37.8 One employee from the bargaining unit shall be designated by CFA to represent the safety interest of employees in the bargaining unit. Such representation shall be by membership on the existing campuswide safety committee. Such a representative may submit agenda items related to health and safety. This provision shall not preclude other bargaining unit employees from serving on the campuswide safety committee when appointed by means other that those provided in this provision.

## Article 38

## Layoff

**Determination of the Necessity to Layoff**

38.1 The necessity for layoff of faculty unit employees shall be determined by the Employer on the basis of whether there exists, on a particular campus, a lack of work or lack of funds, or a programmatic change. Upon such a determination, the procedures of this Article shall apply.

38.2 Considerations in making such a determination shall include but not be limited to student enrollment data and projections, available funds, and scheduled curricular and program changes.

**Exclusive Representative Notification and Representation**

38.3 When the CSU determines that there may be a need for implementation of any layoff procedures outlined in this Article, the CSU shall notify CFA. The CSU agrees to immediately meet and confer with the CFA on the bargaining unit impact.

38.4 Upon request of CFA, relevant information regarding the layoff shall be provided by the CSU in a timely manner. Such information may include, but shall not be limited to, current student/faculty ratios, enrollment trends and projections, scheduled campus organizational changes, and scheduled curricular and program changes.

38.5 Within seven (7) days of notification to CFA of a potential layoff, CFA may request to consult pursuant to HEERA on alternatives to layoff. Such consultation session(s) shall take place within thirty (30) days of the request.

38.6 The following voluntary programs to avoid layoff shall be made available pursuant to this Agreement and program requirements. Such programs shall include but not be limited to:

a. leaves of absence without pay, pursuant to Article 22;
b. voluntary reduced time base;
c. temporary reassignment, full or partial;
d. visiting appointments on another campus;
e. extension appointments to augment reduction in time base;
f. voluntary retirement;
g. early entry in the PRTB, pursuant to Article 30;
h. difference in pay leaves, pursuant to Article 28;
i. sabbaticals, pursuant to Article 27.

**Unit of Layoff**

38.7 For faculty employees, the unit of layoff shall be by department or equivalent unit.

38.8 For librarians, the unit of layoff shall be the library.

38.9 For coaches, the unit of layoff shall be by classification title and coaching specialty, regardless of work year.

**Order of Layoff**

38.10 The order of layoff within a unit of layoff designated by the President for a reduction in force shall be:

a. first, less than full-time temporary faculty unit employees;
b. next, full-time temporary faculty unit employees;
c. next, faculty on the Faculty Early Retirement Program;
d. next, full-time probationary faculty unit employees;
e. last, tenured faculty unit employees.

38.11 Non-reappointment of a temporary faculty unit employee or non-retention of a probationary faculty unit employee shall not constitute layoff.

**Temporary Faculty Unit Employees: Order of Layoff**

38.12 The President shall establish the order of layoff for less than full-time temporary faculty unit employees in a unit of layoff and full-time temporary faculty unit employees in a unit of layoff by considering only the non-ordered following factors:

a. academic/professional specialization and qualifications needed for the program of the department or equivalent unit;
b. affirmative action needs of the campus and the affected department;
c. merit based on information in the Personnel Action File.

**Probationary Faculty Unit Employee: Order of Layoff**

38.13 The President shall establish the order of layoff for probationary faculty unit employees in a unit of layoff by considering only the following non-ordered factors:

a. academic/professional specialization and qualifications needed for the program of the department or equivalent unit;
b. affirmative action needs of the campus and the affected department;
c. merit based on information in the Personnel Action File;
d. seniority points earned.

**Tenured Faculty Unit Employees: Order of Layoff**

38.14 The President shall establish the order of layoff for tenured faculty unit employees in a unit of layoff by reverse order of seniority. Tenured faculty unit employees holding a joint appointment in more than one (1) department or equivalent unit shall have full seniority rights in each of the departments to which the individual has been jointly appointed.

**Tie-Breaking in the Order of Layoff**

38.15 A tie exists when two (2) or more tenured faculty unit employees in a unit of layoff have the same number of seniority points.

38.16 The President shall break ties in the order of layoff by considering only the following non-ordered factors:

a. affirmative action needs of the campus and affected department;
b. relative merit, which shall be indicated, for the purpose of this provision, by the higher academic rank.

If ties still exist after the President has considered those factors, the order shall be determined by lot.

**Exceptions to the Order of Layoff**

38.17 A faculty unit employee may be excluded from the order of layoff only as provided for in provision 38.18.

38.18 The faculty unit employee shall possess a demonstrable academic/professional specialization needed for the current program of the affected department or equivalent unit. This academic/professional specialization is not possessed by the remaining faculty unit employees in the affected department. Such an academic/ professional specialization is of a primarily non-interchangeable nature.

**Notice of Layoff**

38.19 The following requirements for notice of layoff in event of lack of funds or lack of work shall serve as the minimum requirement for the date of notice. The CSU shall endeavor to provide earlier notification of layoff than that required, whenever possible.

a. A temporary faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than forty-five (45) days prior to the effective date of layoff.
b. A tenured faculty unit employee participating in FERP who is to be laid off shall receive notice of layoff from the President no later than sixty (60) days prior to the effective date of layoff.
c. A probationary faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than ninety (90) days prior to the effective date of layoff.
d. A tenured faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than one hundred and twenty (120) days prior to the effective date of layoff.

38.20 The following requirements for notice of layoff in event of programmatic change shall serve as the minimum requirement for the date of notice. The CSU shall endeavor to provide earlier notification of layoff than that required, whenever possible.

a. A temporary faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than sixty (60) days prior to the effective date of layoff.
b. A tenured faculty unit employee participating in FERP who is to be laid off shall receive notice of layoff from the President no later than ninety (90) days prior to the effective date of layoff.

c. A probationary faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than one hundred twenty (120) days prior to the effective date of layoff.
d. A tenured faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than one (1) year prior to the effective date of layoff.

38.21 A written notice of layoff shall be served by certified mail, return receipt requested. Such notices shall be sent to the faculty unit employee at his/her address of record.

**Computation of Seniority Points**

38.22 All seniority points calculated for and earned prior to June 30, 1983, shall remain unchanged. Such seniority points shall serve as the base to which additional seniority points, computed for and earned pursuant to the terms of this Agreement, shall be added. The calculation of seniority points shall be brought up to date annually. The list of seniority points for tenured faculty in each department shall be available for examination in the office of the Dean or appropriate administrator. Seniority points become credited upon the granting of tenured status. Seniority points shall be calculated as follows:
a. Seniority points shall be earned for time spent in service during consecutive academic or fiscal years on the campus from the time of initial academic appointment. This provision shall be applied on a pro rata basis for less than full-time service. Service in appointments to extension, summer session, special session, or as a casual employment employee shall not count as time served.
b. The maximum seniority points that may be earned in one (1) year shall be twelve (12).
c. For full-time academic year faculty unit employees, one and thirty-three hundredths (1.33) points shall be credited for each academic pay period in which the faculty unit employee is in pay status for one-half (1/2) or more of the scheduled academic work days.
d. For full-time ten (10) month faculty unit employees, one point two (1.2) points shall be credited for each qualifying pay period in which the ten (10) month faculty unit employee is in pay status for eleven (11) work days or more in the pay period.
e. For full-time twelve (12) month faculty unit employees, one (1) point shall be credited for each qualifying pay period in which the twelve (12) month faculty unit employee is in pay status for

38.23 The seniority points of a faculty unit employee shall not be affected when a department or program is abolished, reorganized, or renamed.

38.24 The seniority points of a non-faculty unit employee who exercises his/her retreat rights to the faculty unit shall be calculated in accordance with this Article. Seniority points of faculty unit employees or non-faculty unit employees earned while serving in the Chancellor's Office shall be counted upon exercise of retreat rights to the campus.

**Options In Lieu of Layoff**

38.25 In lieu of layoff, a tenured faculty unit employee who received a notice of layoff may request a temporary or permanent reassignment to another position on the campus for which he/she is qualified. In lieu of layoff, a probationary faculty unit employee who received a notice of layoff may request a temporary reassignment to another position on the campus for which he/she is qualified. All such requests shall be provided to the recipient department which shall make a recommendation to the President regarding the request. The granting of such a request shall be subject to approval of the President. A tenured or probationary faculty unit employee shall receive written notice of reassignment. A notice of temporary reassignment shall indicate the duration of such a reassignment.

38.26 In cases of temporary reassignment, the tenured or probationary faculty unit employee shall maintain his/her position in the order of layoff and recall.

38.27 In cases of permanent reassignment, acceptance of the reassignment by the tenured faculty unit employee shall be deemed a waiver of any recall rights with respect to his/her previous department assignment. Such waiver shall be noted on any offer of permanent reassignment in lieu of layoff.

38.28 In cases of permanent reassignment, the tenured faculty unit employee shall maintain all seniority points previously earned. This provision may be waived if a permanent reassignment is granted pursuant to provision 38.29 below.

38.29 A permanent reassignment may be granted to a tenured faculty unit employee with permanent forfeiture of all or part of his/her seniority points. Such a permanent reassignment shall not be executed unless the faculty unit employee makes the request and provides a signed, written statement to the President indicating (a) the number of seniority points forfeited, (b) that the forfeiture is completely voluntary and

binding, (c) that he/she has no right to restoration of such seniority points under any circumstances, and (d) that such a forfeiture shall not be cause to file allegations pursuant to Article 10 of this Agreement.

**Recall Rights and Opportunities**

38.30 The President shall maintain a list of laid off faculty unit employees with effective dates of layoff for the following periods, or until the faculty unit employee returns to the position or comparable position with the same time base as previously held whichever is earlier:

a. tenured faculty unit employees—five (5) years;
b. probationary faculty unit employees—years equal to time spent in probationary status, not to exceed five (5) years.

38.31 Position vacancies for which there are names of qualified individuals on the recall list shall not be filled without first making a written offer of employment by registered mail, return receipt requested, to those on the list. Faculty unit employees shall be recalled in the reverse order of being laid off. Such offer must be accepted in writing within five (5) days of receipt. Employment may commence at the beginning of the next academic term (quarter, semester).

38.32 A tenured or probationary faculty unit employee recalled under the conditions of this Article shall retain all rights held prior to layoff. These rights shall include reemployment with the same status, service credit (subject to PERS regulations), salary steps, sick leave, and seniority points that he/she held at the date of layoff.

38.33 If an individual on the recall list declines two (2) offers of employment in the same or comparable position from which he/she was laid off, he/she waives recall rights. An individual on a recall list may request inactive status for up to one (1) year.

**Reemployment Opportunities**

38.34 The CSU shall make available information regarding employment opportunities of a similar nature to his/her current appointment at other CSU campuses.

38.35 A faculty unit employee undergoing layoff may apply for an employment vacancy for which he/she is qualified at any CSU campus.

38.36 A tenured or probationary faculty unit employee undergoing layoff shall be provided with job clearinghouse services upon his/her request. Such a request shall indicate the

nature of desired future employment and the other CSU campuses at which future employment is desired. This information shall be provided to the campuses indicated and distributed to the appropriate departments or equivalent units so that an application, if any, of such a faculty unit employee may receive consideration.

**General Provisions**

38.37 A layoff shall refer to an involuntary separation or reduction in timebase pursuant to this Article.

38.38 No administrators may perform teaching duties in a department in which faculty unit employees are in layoff status who have not waived recall rights.

38.39 Upon approval of faculty unit employees in the unit of layoff, the provisions of this Article may be applied so as to reduce the timebase of the full-time faculty unit employees. Such reductions shall not affect probationary status or tenure or the provision of CSU benefits, except for salary. All provisions of this Article shall apply to such reductions.

38.40 A department or equivalent unit may recommend to the President academic/professional specializations and qualifications needed for the program as the term is used in provisions 38.12, 38.13, and 38.18.

38.41 The unit of layoff for a faculty unit employee shall be the department or equivalent unit in which he/she held a primary TSA/SAD on June 30, 1983. Permanent reassignment to another department or equivalent unit shall inactivate this provision.

38.42 A request for permanent reassignment, pursuant to provision 38.25 shall be deemed approved if such a request is made by a faculty unit employee who, on June 30, 1983, held a secondary TSA/SAD in the recipient department or equivalent unit for which the permanent reassignment is requested.

38.43 The assignment of an individual serving in an administrative position to full-time duties within the bargaining unit shall not be cause for layoff of any full-time employee in that department or equivalent unit.

## Article 39

## Duration and Implementation

39.1 This Agreement shall be effective July 1, 1987. The Agreement shall remain in full force and effect up to and including June 30, 1991.

39.2 Written notice shall be given by either party seeking to commence negotiations on a successor contract no earlier than October 1, 1990, and no later than November 30, 1990.

39.3 Any term(s) of this Agreement which carries an economic cost shall not be implemented until the amount required therefor is appropriated and made available to the CSU for expenditure for such purposes. If less than the amount needed to implement this Agreement is appropriated and made available to the CSU for expenditure, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.

## Supplementary Agreements

**1.** April 30, 1987

Mr. Edward Purcell, General Manager
California Faculty Association
8939 South Sepulveda Boulevard, Suite 508
Los Angeles, California 90045

Dear Mr. Purcell:

This is to inform you that it is our intention to implement that part of the fact-finding report dealing with claims of discrimination. We intend to do this by changing, as soon as possible, the existing CSU procedures for handling complaints or grievances alleging discrimination or violations of affirmative action policies. The amendment will call for the addition of a step in the process when such complaints or grievances are appealed from the campus to the Chancellor's Office. Before consideration of the matter, at the option of the employee or the Chancellor's Office, the matter shall be referred to a neutral party for advisory fact-finding, utilizing a panel drawn from the resources of the American Arbitration Association. Any costs incurred through this process shall be borne by the CSU.

Also, by this letter, the CSU reiterates its view that CFA, at the employee's request, may represent faculty pursuing claims through the CSU's discrimination/affirmative action complaint/grievance procedure.

I believe that this action reflects the intent of the fact-finder's report.

Sincerely,

Jacob M. Samit
Assistant Vice Chancellor
Employee Relations

JMS:mw

**2.** April 30, 1987

Mr. Edward Purcell, General Manager
California Faculty Association
8939 South Sepulveda Boulevard, Suite 508
Los Angeles, California 90045

Dear Mr. Purcell:

This is to confirm our understanding that, upon ratification of the collective bargaining Agreement between the CSU and CFA which is to become effective July 1, 1987, the CSU agrees to increase the funds available for sabbatical leave replacements by one million dollars ($1,000,000) and maintain that level of funding the duration of the Agreement. This provision shall be exempt from the conditions set forth in provision 39.3

Sincerely,

Jacob M. Samit
Assistant Vice Chancellor
Employee Relations

JMS:mw

## 3. Memorandum of Understanding

The California State University and the California Faculty Association hereby agree as follows:

1. The attached resolution regarding Single-Station Faculty Offices shall be presented to the Board of Trustees for its ratification and shall be identified as having been accepted by the California Faculty Association as a resolution of their collective bargaining proposal dealing with facilities and services;

2. The California Faculty Association shall withdraw its collective bargaining proposal entitled Article 41, Facilities and Services following Trustees' approval of this resolution.

For The CSU:

Jacob M. Samit
Assistant Vice Chancellor
Employee Relations

For the CFA:

Edward Purcell
General Manager

The California State University
Board of Trustee Policy Regarding
Single-Station Faculty Offices*

WHEREAS, multiple station faculty office spaces for full-time faculty do not respond to the needs of teaching faculty in that multiple station faculty offices lack the privacy needed for student counseling, do not provide adequate space for storage of academically related materials, lack security for the retention of confidential materials, do not provide adequate space for the advantageous utilization of modern computing and word processing equipment, and do not provide an adequate facility for course preparation;

WHEREAS, many of the older faculty offices located on campuses throughout The California State University System continue to utilize multiple station faculty offices, a circumstance which does not promote the best interests of quality education and which results in both confusion and the inefficient use of faculty resources;

WHEREAS, The State University Administrative Manual requires that (Section 9611.01), "All new spaces constructed or spaces converted for faculty offices shall be individual offices (one station)",

WHEREAS, because of the significance of matter to the faculty and as a consideration during review of the Capital Outlay Program, it is appropriate that the Board of Trustees ratify the existing administrative practice and support the desire to eliminate multiple station faculty offices throughout The California State University System;

NOW THEREFORE, BE IT RESOLVED by the Trustees of The California State University that the following policy is adopted.

The trustees of The California State University recognize the inherent benefits which result when full-time teaching faculty are housed in single station faculty offices and it is further recognized

that the long term benefits resulting to the academic program outweigh any short term cost savings which would result from the construction of multiple station faculty offices. It is, therefore, the POLICY of the Trustees of The California State University to support the provision of single station faculty offices for full-time faculty in both new construction projects and during the renovation, when cost effective and structurally feasible, of existing facilities.
*May 8, 1986

**4.** April 30, 1987

The CSU and the CFA agree to resolve several issues in dispute between them as follows:

1. CFA agrees to use its best efforts to seek a change in the budget bill so that it will not contain certain elements that were in the version passed by the Assembly Committee chaired by Assemblyman Robert Campbell and which are expected to be taken up by the Senate Committee chaired by Senator Nick Petris on May 4, 1987. The Assembly version contained the following two items:

   a. Administration would be a separate Budget Item;

   b. That item would be reduced by $6 million

   Instead, the parties agree that the following should be substituted for a and b above:

   c. Following the appropriation for the CSU scheduled by program, an additional provision will be added as follows:

      (1) "Of the funds herein appropriated to The California State University, not more than $140,781,000, plus corresponding compensation increases from Item 6610-031-001, may be expended for Personnel Services for Administrator Classes (Management Personnel Plan).

      "A report to the Joint Legislative Budget Committee on the actual expenditures will be made 90 days after the end of the fiscal year."

      (2) "The California Postsecondary Education Commission is directed to cause a study to be done on the size and growth of the administration of the CSU and comparing the size and growth with those of similar institutions. CPEC shall utilize an independent consultant experienced in such matters in higher education to collect the relevant data and to prepare the

report. In developing the request for proposals for this study, CPEC will consult with, and take into consideration, the concerns of the CSU, the CFA, the Office of the Legislative Analyst and the Department of Finance. The cost of this study will not exceed $200,000 to be provided by the CSU."

d. In meeting unspecified reductions in the CSU appropriation, the CSU shall reduce the funds herein appropriated for Personnel Services for Administrator classes (MPP) by an amount equal to the percentage reduction required for the overall CSU appropriation.

e. In an effort to obtain assurances that the items agreed to above are acceptable to the Department of Finance, the CSU agrees to use its best efforts to obtain the public consent of representatives of the Department of Finance at the May 4, 1987, meeting of the Petris Committee to these matters to be included in the budget bill.

Should the Governor veto the provisions of the appropriations bill referred to in section 1c and 1d, the CSU agrees in consideration of other elements in this document to report as described in 1c and to reduce Personnel Services for Administrative Classes (MPP) as described in 1d.

2. In consideration of the process envisioned in section 1.c(2), CFA agrees to withhold further judgment on the size and cost of the CSU administration (as contained in the MPP classes) until completion of the CPEC study. Upon completion of said study, CFA and the CSU will meet to discuss its content and further joint actions (if any).

3. In recognition of point 2 above, the CSU agrees to utilize the principle stated in section 1e above as the appropriate response to unallocated budget cuts incurred by the CSU after fiscal year 1987/88. This section shall remain in effect at least until completion of the meetings required in point 2.

**5.** May 7, 1987

Mr. Edward Purcell, General Manager
California Faculty Association
8939 South Sepulveda Boulevard, Suite 508
Los Angeles, California 90045

Dear Mr. Purcell:

This is to confirm our understandings arrived at during the meeting on May 7 attended by you and me, Bob Gurian, Caesar Naples, Dale Hanner, and Boyd Horne.

The CSU will request the Department of Finance to take action on our request for an exemption from the early retirement ("golden handshake") program for the 1987 year, indicating that this is in accordance with our mutual agreement.

We will request the Office of the Governor and the Department of Finance to approve an early retirement program or "golden handshake" for the faculty bargaining unit with the following conditions:

(1) that the retirement must take place between July 1, 1988, and the beginning of the fall academic term; faculty teaching in summer session or summer quarter will schedule retirement after completion of the summer term;

(2) that individuals wishing to participate will be required to give notice prior to January 1, 1988;

(3) that individuals participating in this early retirement program would be prohibited from participation in the Faculty Early Retirement Program ("FERP"), as described in Article 29 of our Agreement.

I believe this is what was agreed to. Please let me know if you do not agree, or have any questions.

Sincerely,

Jacob M. Samit
Assistant Vice Chancellor
Employee Relations

JMS:mw

# APPENDIX A
# UNIT 3 — FACULTY
## Included Classifications

| Class Code | Classification Title |
|---|---|
| 2356 | Substitute Instruction Faculty — Casual Employment Employee |
| 2357 | Instruction Faculty — Summer Session — Casual Employment Employee |
| 2358 | Lecturer — Academic Year |
| 2359 | Lecturer — 12-month |
| 2360 | Instructional Faculty — Academic Year |
| 2361 | Instructional Faculty — 12-month |
| 2362 | Demonstration Instructional Faculty — Casual Employment Employee |
| 2364 | Instructional Faculty, Overseas Contract Assignment — 12-month |
| 2365 | Music Studio Instructional Faculty — Casual Employment Employee |
| 2368 | Instructional Faculty, Extra Quarter Assignment, QSYRO — Casual Employment Employee |
| 2369 | Lecturer, Overseas Contract Assignment — 12-month |
| 2373 | Head Coach — 12-month |
| 2374 | Head Coach — 10-month |
| 2375 | Head Coach — Academic Year |
| 2376 | Coach — 12-month |
| 2377 | Coach — 10-month |
| 2378 | Coach — Academic Year |
| 2379 | Coaching Specialist — 12-month |
| 2380 | Coaching Specialist — 10-month |
| 2381 | Coaching Specialist — Academic Year |
| 2382 | Coaching Assistant — 12-month |
| 2383 | Coaching Assistant — 10-month |
| 2384 | Coaching Assistant — Academic Year |
| 2386 | Administrative Faculty — 12-month |
| 2387 | Grant-Related Instructional Faculty — Academic Year |
| 2388 | Grant-Related Instruction Faculty — 12-month |
| 2390 | Instructional Faculty — Summer Quarter Assignment |
| 2394 | Instructional Faculty, Executive Committee, Academic Senate |
| 2395 | Instructional Faculty, Chairman, Academic Senate |
| 2399 | Instructional Faculty — Academic Year |
| 2462 | Vocational Instructor — Academic Year |

| Class Code | Classification Title |
|---|---|
| 2463 | Vocational Instructor — 10-month |
| 2464 | Vocational Instructor — 12-month |
| 2466 | Vocational Instructor, Overseas Contract Assignment — 12-month |
| 2913 | Supervising Librarian — 10-month |
| 2914 | Supervising Librarian — 12-month |
| 2919 | Librarian — 10-month |
| 2920 | Librarian — 12-month |
| 2926 | Librarian, Program Services — 10-month |
| 2927 | Librarian, Program Services — 12-month |

## APPENDIX B

## UNIT 3 — FACULTY
## Excluded Classifications

All employees found to be managerial, supervisory, or confidential within the meaning of Government Code Section 3560, et seq, including:

| Class Code | Classification Title |
|---|---|
| 2320 | Resident Director, International Programs — Academic Year |
| 2321 | Resident Director, International Programs — 12-month |
| 2370 | Director of Athletics — 12-month |
| 2371 | Director of Athletics — 10-month |
| 2372 | Director of Athletics — Academic Year |
| 2396 | Academic Specialist — Academic Year |
| 2397 | Academic Specialist — 12-month |
| 2468 | Vocational Instructor, Building Program — Academic Year |
| 2469 | Vocational Instructor, Building Program — 12-month |
| 2909 | Assistant Director of the Library |
| 2910 | Associate Director of the Library — 12-month |
| 2925 | Associate Director of the Library — 10-month |
| | Coordinator, Area and Interdisciplinary |
| | Programs Director, Southern California Ocean Studies Consortium, Director, Moss Landing Marine Laboratory |

Other excluded classifications:

| | |
|---|---|
| 2363 | Extension Faculty |
| 2392 | Instructional Faculty — Special Programs |

Other employees excluded in accordance with Article 1, Recognition.

# THE CALIFORNIA STATE UNIVERSITY
# SALARY SCHEDULE
# PIMS REPORT GSI301
# (EFFECTIVE JANUARY 1, 1988)

**6.9%**

COLLECTIVE BARGAINING ID RO3

*MOVEMENT BETWEEN STEPS IS PURSUANT TO ARTICLE 31 OF THE UNIT 3 MEMORANDUM OF UNDERSTANDING.

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2378** | **COACH — ACADEMIC YEAR** | | | | | | | | |
| | 0 | Coach—AY | 11-18 | 2,895 | 3,034 | 3,178 | 3,330 | 3,489 | 3,658 |
| | | | | 34,740 | 36,408 | 38,136 | 39,960 | 41,868 | 43,896 |
| | | | | | | | | 3,832 | 4,017 |
| | | | | | | | | 45,984 | 48,204 |
| **2377** | **COACH — 10 MONTH** | | | | | | | | |
| | 0 | Coach—10 | 11-18 | 2,895 | 3,034 | 3,178 | 3,330 | 3,489 | 3,658 |
| | | | | 34,740 | 36,408 | 38,136 | 39,960 | 41,868 | 43,896 |
| | | | | | | | | 3,832 | 4,017 |
| | | | | | | | | 45,984 | 48,204 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2376** | **COACH — 12 MONTH** | | | | | | | | |
| | 0 | Coach—12 | 11-18 | 3,330 | 3,489 | 3,658 | 3,832 | 4,017 | 4,212 |
| | | | | 39,960 | 41,868 | 43,896 | 45,984 | 48,204 | 50,544 |
| | | | | | | | | 4,414 | 4,629 |
| | | | | | | | | 52,968 | 55,548 |
| **2384** | **COACHING ASSISTANT — ACADEMIC YEAR** | | | | | | | | |
| | 0 | Coach Asst—AY | 04-08 | 2,104 | 2,198 | 2,299 | 2,407 | 2,521 | |
| | | | | 25,248 | 26,376 | 27,588 | 28,884 | 30,252 | |
| **2383** | **COACHING ASSISTANT — 10 MONTH** | | | | | | | | |
| | 0 | Coach Asst—10 | 04-08 | 2,104 | 2,198 | 2,299 | 2,407 | 2,521 | |
| | | | | 25,248 | 26,376 | 27,588 | 28,884 | 30,252 | |
| **2382** | **COACHING ASSISTANT — 12 MONTH** | | | | | | | | |
| | 0 | Coach Asst—12 | 04-08 | 2,407 | 2,521 | 2,640 | 2,766 | 2,895 | |
| | | | | 28,884 | 30,252 | 31,680 | 33,192 | 34,740 | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2381** | **COACHING SPECIALIST — ACADEMIC YEAR** | | | | | | | | |
| | 0 | Coach Spec—AY | 06-13 | 2,299 | 2,407 | 2,521 | 2,640 | 2,766 | 2,895 |
| | | | | 27,588 | 28,884 | 30,252 | 31,680 | 33,192 | 34,740 |
| | | | | | | | | 3,034 | 3,178 |
| | | | | | | | | 36,408 | 38,136 |
| **2380** | **COACHING SPECIALIST — 10 MONTH** | | | | | | | | |
| | 0 | Coach Spec—10 | 06-13 | 2,299 | 2,407 | 2,521 | 2,640 | 2,766 | 2,895 |
| | | | | 27,588 | 28,884 | 30,252 | 31,680 | 33,192 | 34,740 |
| | | | | | | | | 3,034 | 3,178 |
| | | | | | | | | 36,408 | 38,136 |
| **2379** | **COACHING SPECIALIST — 12 MONTH** | | | | | | | | |
| | 0 | Coach Spec—12 | 06-13 | 2,640 | 2,766 | 2,895 | 3,034 | 3,178 | 3,330 |
| | | | | 31,680 | 33,192 | 34,740 | 36,408 | 38,136 | 39,960 |
| | | | | | | | | 3,489 | 3,658 |
| | | | | | | | | 41,868 | 43,896 |
| **2362** | **DEMONSTRATION INSTRUCTIONAL FACULTY** | | | | | | | | |
| | 0 | Demon Ins Fac | **$11.00 TO $52.00 PER DEMONSTRATION** | | | | | | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2482** | **DEPARTMENT CHAIR — ACADEMIC YEAR** | | | | | | | | |
| | 3 | Asst Prof—AY | 06-13 | 2,299 | 2,407 | 2,521 | 2,640 | 2,766 | 2,895 |
| | | | | 27,588 | 28,884 | 30,252 | 31,680 | 33,192 | 34,740 |
| | | | | | | | | 3,034 | 3,178 |
| | | | | | | | | 36,408 | 38,136 |
| | 4 | Assoc Prof—AY | 11-18 | 2,895 | 3,034 | 3,178 | 3,330 | 3,489 | 3,658 |
| | | | | 34,740 | 36,408 | 38,136 | 39,960 | 41,868 | 43,896 |
| | | | | | | | | 3,832 | 4,017 |
| | | | | | | | | 45,984 | 48,204 |
| | 5 | Professor—AY | 16-20 | 3,658 | 3,832 | 4,017 | 4,212 | 4,414 | |
| | | | | 43,896 | 45,984 | 48,204 | 50,544 | 52,968 | |
| **2481** | **DEPARTMENT CHAIR — 12 MONTH** | | | | | | | | |
| | 3 | Asst Prof—12 | 06-13 | 2,640 | 2,766 | 2,895 | 3,034 | 3,178 | 3,330 |
| | | | | 31,680 | 33,192 | 34,740 | 36,408 | 38,136 | 39,960 |
| | | | | | | | | 3,489 | 3,658 |
| | | | | | | | | 41,868 | 43,896 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 4 | Assoc Prof—12 | 11-18 | 3,330 | 3,489 | 3,658 | 3,832 | 4,017 | 4,212 |
| | | | | 39,960 | 41,868 | 43,896 | 45,984 | 48,204 | 50,544 |
| | | | | | | | | 4,414 | 4,629 |
| | | | | | | | | 52,968 | 55,548 |
| | 5 | Professor—12 | 16-20 | 4,212 | 4,414 | 4,629 | 4,852 | 5,087 | |
| | | | | 50,544 | 52,968 | 55,548 | 58,224 | 61,044 | |
| **2484** | **DEPARTMENT CHAIR, DESIGNATED DISCIPLINE — ACADEMIC YEAR** | | | | | | | | |
| | 3 | Dept Chair—AY | 01-07 | 2,805 | 2,937 | 3,076 | 3,221 | 3,374 | 3,528 |
| | | | | 33,660 | 35,244 | 36,912 | 38,652 | 40,488 | 42,336 |
| | | | | | | | | | 3,697 |
| | | | | | | | | | 44,364 |
| | 4 | Dept Chr AY | 04-10 | 3,221 | 3,374 | 3,528 | 3,697 | 3,951 | 4,139 |
| | | | | 38,652 | 40,488 | 42,336 | 44,364 | 47,412 | 49,668 |
| | | | | | | | | | 4,339 |
| | | | | | | | | | 52,068 |
| | 5 | Dept Chr AY | 08-12 | 3,951 | 4,139 | 4,339 | 4,549 | 4,767 | |
| | | | | 47,412 | 49,668 | 52,068 | 54,588 | 57,204 | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2483** | **DEPARTMENT CHAIR, DESIGNATED DISCIPLINE — 12 MONTH** | | | | | | | | |
| | 3 | Dept Chr 12MO | 01-07 | 3,221<br>38,652 | 3,374<br>40,488 | 3,532<br>42,384 | 3,701<br>44,412 | 3,877<br>46,524 | 4,060<br>48,720<br>4,254<br>51,048 |
| | 4 | Dept Chr 12MO | 04-10 | 3,701<br>44,412 | 3,877<br>46,524 | 4,060<br>48,720 | 4,254<br>51,048 | 4,549<br>54,588 | 4,767<br>57,204<br>4,999<br>59,988 |
| | 5 | Dept Chr 12MO | 08-12 | 4,549<br>54,588 | 4,767<br>57,204 | 4,999<br>59,988 | 5,240<br>62,880 | 5,495<br>65,940 | |
| **2387** | **GRANT-RELATED INSTRUCTIONAL FACULTY — ACADEMIC YEAR**<br>5% TO 25% DIFFERENTIAL ABOVE THE APPROPRIATE SALARY AS AN ACADEMIC YEAR INSTRUCTIONAL FACULTY MEMBER | | | | | | | | |
| | 1 | G/R AY Asst | | | | | | | |
| | 2 | G/R AY Instr | | | | | | | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE |
|---|---|---|---|---|
| | 3 | G/R AY Asst P | | |
| | 4 | G/R AY Assoc P | | |
| | 5 | G/R AY Prof | | |
| **2388** | **GRANT-RELATED INSTRUCTIONAL FACULTY — 12 MONTH**<br>5% TO 25% DIFFERENTIAL ABOVE THE APPROPRIATE SALARY AS A 12-MONTH INSTRUCTIONAL FACULTY MEMBER | | | |
| | 1 | G/R 12, Asst | | |
| | 2 | G/R 12, Instr | | |
| | 3 | G/R 12, Asst P | | |
| | 4 | G/R 12, Assoc P | | |
| | 5 | G/R 12, Prof | | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2375** | **HEAD COACH — ACADEMIC YEAR** | | | | | | | | |
| | 0 | Head Coach AY | 16-20 | 3,658 | 3,832 | 4,017 | 4,212 | 4,414 | |
| | | | | 43,896 | 45,984 | 48,204 | 50,544 | 52,968 | |
| **2374** | **HEAD COACH — 10 MONTH** | | | | | | | | |
| | 0 | Head Coach—10 | 16-20 | 3,658 | 3,832 | 4,017 | 4,212 | 4,414 | |
| | | | | 43,896 | 45,984 | 48,204 | 50,544 | 52,968 | |
| **2373** | **HEAD COACH — 12 MONTH** | | | | | | | | |
| | 0 | Head Coach—12 | 16-20 | 4,212 | 4,414 | 4,629 | 4,852 | 5,087 | |
| | | | | 50,544 | 52,968 | 55,548 | 58,224 | 61,044 | |
| **2400** | **INS FACULTY — DESIGNATED DISCIPLINE — ACADEMIC YEAR** | | | | | | | | |
| | 3 | DMD, Asst Prof | 01-07 | 2,805 | 2,937 | 3,076 | 3,221 | 3,374 | 3,528 |
| | | | | 33,660 | 35,244 | 36,912 | 38,652 | 40,488 | 42,336 |
| | | | | | | | | | 3,697 |
| | | | | | | | | | 44,364 |
| | 4 | DMD, Assoc Prof | 04-10 | 3,221 | 3,374 | 3,528 | 3,697 | 3,951 | 4,139 |
| | | | | 38,652 | 40,488 | 42,336 | 44,364 | 47,412 | 49,668 |
| | | | | | | | | | 4,339 |
| | | | | | | | | | 52,068 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 5 | DMD, Professor | 08-12 | 3,951 | 4,139 | 4,339 | 4,549 | 4,767 | |
| | | | | 47,412 | 49,668 | 52,068 | 54,588 | 57,204 | |
| **2360** | **INSTRUCTIONAL FACULTY — ACADEMIC YEAR** | | | | | | | | |
| | 1 | Assistant AY | 01-03 | 1,778 | 1,853 | 1,933 | | | |
| | | | | 21,336 | 22,236 | 23,196 | | | |
| | 2 | Instructor AY | 04-08 | 2,104 | 2,198 | 2,299 | 2,407 | 2,521 | |
| | | | | 25,248 | 26,376 | 27,588 | 28,884 | 30,252 | |
| | 3 | Asst Prof AY | 06-13 | 2,299 | 2,407 | 2,521 | 2,640 | 2,766 | 2,895 |
| | | | | 27,588 | 28,384 | 30,252 | 31,680 | 33,192 | 34,740 |
| | | | | | | | | 3,034 | 3,178 |
| | | | | | | | | 36,408 | 38,136 |
| | 4 | Assoc Prof AY | 11-18 | 2,895 | 3,034 | 3,178 | 3,330 | 3,489 | 3,658 |
| | | | | 34,740 | 36,408 | 38,136 | 39,960 | 41,868 | 43,896 |
| | | | | | | | | 3,832 | 4,017 |
| | | | | | | | | 45,984 | 48,204 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 5 | Professor AY | 16-20 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204 | 4,212<br>50,544 | 4,414<br>52,968 | |

**2399 INSTRUCTIONAL FACULTY — ACADEMIC YEAR***

SUPPLEMENTS CLASS CODE 2360 FOR USE ONLY WHEN THE CAMPUS HAS EXCEEDED THE MAXIMUM ALLOWABLE POSITION SERIAL NUMBERS FOR CLASS CODE 2360.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 1 | Assistant AY | 01-03 | 1,778<br>21,336 | 1,853<br>22,236 | 1,933<br>23,196 | | | |
| | 2 | Instructor AY | 04-08 | 2,104<br>25,248 | 2,198<br>26,376 | 2,299<br>27,588 | 2,407<br>28,884 | 2,521<br>30,252 | |
| | 3 | Asst Prof AY | 06-13 | 2,299<br>27,588 | 2,407<br>28,884 | 2,521<br>30,252 | 2,640<br>31,680 | 2,766<br>33,192<br>3,034<br>36,408 | 2,895<br>34,740<br>3,178<br>38,136 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 4 | Assoc Prof AY | 11-18 | 2,895<br>34,740 | 3,034<br>36,408 | 3,178<br>38,136 | 3,330<br>39,960 | 3,489<br>41,868<br>3,832<br>45,984 | 3,658<br>43,896<br>4,017<br>48,204 |
| | 5 | Professor AY | 16-20 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204 | 4,212<br>50,544 | 4,414<br>52,968 | |

**24 INSTRUCTIONAL FACULTY — SUMMER ARTS PROGRAM**

| | | | | |
|---|---|---|---|---|
| 3 | Sum Arts, RG 3 | SEM RATE A<br>700.00 | QTR RATE A<br>700.00 | MIN RATE<br>525.00 |
| 4 | Sum Arts, RG 4 | SEM RATE A<br>900.00 | QTR RATE A<br>900.00 | MIN RATE<br>675.00 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 5 | Sum Arts, RG 5 | SEM RATE A<br>1,100.00 | QTR RATE A<br>1,100.00 | | | | | |
| | | | | | | MIN RATE<br>825.00 | | | |
| 2361 | | **INSTRUCTIONAL FACULTY — 12 MONTH** | | | | | | | |
| | 1 | Assistant 12 | 01-03 | 2,016<br>24,192 | 2,104<br>25,248 | 2,198<br>26,376 | | | |
| | 2 | Instructor 12 | 04-08 | 2,407<br>28,884 | 2,521<br>30,252 | 2,640<br>31,680 | 2,766<br>33,192 | 2,895<br>34,740 | |
| | 3 | Asst Prof 12 | 06-13 | 2,640<br>31,680 | 2,766<br>33,192 | 2,895<br>34,740 | 3,034<br>36,408 | 3,178<br>38,136<br>3,489<br>41,868 | 3,330<br>39,960<br>3,658<br>43,896 |
| | 4 | Assoc Prof 12 | 11-18 | 3,330<br>39,960 | 3,489<br>41,868 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204<br>4,414<br>52,968 | 4,212<br>50,544<br>4,629<br>55,548 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 5 | Professor 12 | 16-20 | 4,212<br>50,544 | 4,414<br>52,968 | 4,629<br>55,548 | 4,852<br>58,224 | 5,087<br>61,044 | |
| 2395 | | **INSTRUCTIONAL FACULTY, CHAIRMAN, ACADEMIC SENATE**<br>TOTAL SUMMER PAYMENT IS 1/4 OF ANNUAL SALARY AT EQUIVALENT RANK AND STEP. INDIVIDUALS APPOINTED TO THIS CLASS SHOULD BE APPOINTED AT THE BEGINNING OF THE JUNE PAY PERIOD AND SEPARATED AT THE END OF THE AUGUST PAY PERIOD. | | | | | | | |
| | 1 | Chr, AS, Asst | 01-03 | 1,778<br>5,334 | 1,853<br>5,559 | 1,933<br>5,799 | | | |
| | 2 | Chr, AS, Inst | 04-08 | 2,104<br>6,312 | 2,198<br>6,594 | 2,299<br>6,897 | 2,407<br>7,221 | 2,521<br>7,563 | |
| | 3 | Chr, AS, Asst P | 06-13 | 2,299<br>6,897 | 2,407<br>7,221 | 2,521<br>7,563 | 2,640<br>7,920 | 2,766<br>8,298<br>3,034<br>9,102 | 2,895<br>8,685<br>3,178<br>9,534 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | | Chr, AS, Assoc P | 11-18 | 2,895 | 3,034 | 3,178 | 3,330 | 3,489 | 3,658 |
| | | | | 8,685 | 9,102 | 9,534 | 9,990 | 10,467 | 10,974 |
| | | | | | | | | 3,832 | 4,017 |
| | | | | | | | | 11,496 | 12,051 |
| 5 | | Chr, AS, Prof | 16-20 | 3,658 | 3,832 | 4,017 | 4,212 | 4,414 | |
| | | | | 10,974 | 11,496 | 12,051 | 12,636 | 13,242 | |

**2367 INSTRUCTIONAL FACULTY, DESIGNATED DISCIPLINE — EXTRA QUARTER**
THE MONTHLY PAYMENT IS 1/3 OF THE QUARTERLY SALARY, THE QUARTERLY PAYMENT IS 1/3 OF ACADEMIC YEAR SALARIES FOR DESIGNATED MARKET DISCIPLINES, EFFECTIVE JULY 1, 1986.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 3 | | EQ-DMD, Asst Pr | 01-07 | 3,740.00 | 3,916.00 | 4,101.33 | 4,294.67 | 4,498.67 | 4,704.00 |
| | | | | 11,220.00 | 11,748.00 | 12,303.99 | 12,884.01 | 13,496.01 | 14,112.00 |
| | | | | | | | | | 4,929.33 |
| 4 | | EQ-DMD, Asoc Pr | 04-10 | 4,294.67 | 4,498.67 | 4,704.00 | 4,929.33 | 5,268.00 | 5,518.67 |
| | | | | 12,884.01 | 13,496.01 | 14,112.00 | 14,787.99 | 15,904.00 | 16,556.01 |
| | | | | | | | | | 5,785.33 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | | EQ-DMD, Prof | 08-12 | 5,268.00 | 5,518.67 | 5,785.33 | 6,065.33 | 6,356.00 | |
| | | | | 15,804.00 | 16,556.01 | 17,355.99 | 18,195.99 | 19,068.00 | |

**2389 INSTRUCTIONAL FACULTY, DESIGNATED DISCIPLINE — SUMMER QUARTER**
THE MONTHLY PAYMENT IS 1/3 OF THE QUARTERLY SALARY. THE QUARTERLY PAYMENT IS 1/3 OF ACADEMIC YEAR SALARIES FOR DESIGNATED MARKET DISCIPLINES. EFFECTIVE JULY 1, 1986.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 3 | | SQ-DMD, Asst Pr | 01-07 | 3,740.00 | 3,916.00 | 4,101.33 | 4,294.67 | 4,498.67 | 4,704.00 |
| | | | | 11,220.00 | 11,748.00 | 12,303.99 | 12,884.01 | 13,496.01 | 14,112.00 |
| | | | | | | | | | 4,929.33 |
| | | | | | | | | | 14,787.99 |
| 4 | | SQ-DMD, Asoc Pr | 04-10 | 4,294.67 | 4,498.67 | 4,704.00 | 4,929.33 | 5,268.00 | 5,518.67 |
| | | | | 12,884.01 | 13,496.01 | 14,112.00 | 14,787.99 | 15,304.00 | 16,556.00 |
| | | | | | | | | | 5,785.33 |
| | | | | | | | | | 17,355.99 |
| 5 | | SQ-DMD, Prof | 08-12 | 5,268.00 | 5,518.67 | 5,785.33 | 6,065.33 | 6,356.00 | |
| | | | | 15,804.00 | 16,556.01 | 17,355.99 | 18,195.99 | 19,068.00 | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2401** | **INSTRUCTIONAL FACULTY, DESIGNATED DISCIPLINE — 12 MONTH** | | | | | | | | |
| | 3 | DMD, Asst Prof | 01-07 | 3,221<br>38,652 | 3,374<br>40,463 | 3,532<br>42,384 | 3,701<br>44,412 | 3,877<br>46,524 | 4,060<br>48,720<br>4,254<br>51,048 |
| | 4 | DMD, Assoc Prof | 04-10 | 3,701<br>44,412 | 3,877<br>46,524 | 4,060<br>48,720 | 4,254<br>51,048 | 4,549<br>54,588 | 4,767<br>57,204<br>4,999<br>59,988 |
| | 5 | DMD, Professor | 08-12 | 4,549<br>54,588 | 4,767<br>57,204 | 4,999<br>59,988 | 5,240<br>62,880 | 5,495<br>65,940 | |

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**2394 INSTRUCTIONAL FACULTY, EXECUTIVE COMMITTEE, ACADEMIC SENATE**

TOTAL SUMMER PAYMENT IS 1/12 OF ANNUAL SALARY AT EQUIVALENT RANK AND STEP. PAYMENT MUST BE MADE IN EITHER JUN, JUL, OR AUG. TOTAL SUMMER PAYMENT FOR SERVICES PERFORMED IS LIMITED TO 1 MONTH PER CALENDAR YEAR. PAYMENT IS IN ADDITION TO ANY AMOUNT INCUMBENTS MAY EARN IN CAMPUS SUMMER SESSIONS.

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 1 | Ex Comm, Asst | 01-03 | 1,778 | 1,853 | 1,933 | | | |
| | 2 | Ex Comm, Inst | 04-08 | 2,104 | 2,198 | 2,299 | 2,407 | 2,521 | |
| | 3 | Ex Comm, Asst P | 06-13 | 2,299 | 2,407 | 2,521 | 2,640 | 2,766<br>3,034 | 2,895<br>3,178 |
| | 4 | Ex Comm, Assc P | 11-18 | 2,895 | 3,034 | 3,178 | 3,330 | 3,489<br>3,832 | 3,658<br>4,017 |
| | 5 | Ex Comm, Prof | 16-20 | 3,658 | 3,832 | 4,017 | 4,212 | 4,414 | |

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**2368 INSTRUCTIONAL FACULTY, EXTRA QUARTER ASSIGNMENT, QSYRO**

THIS ONE CODE NUMBER IS TO BE USED TO COVER THE EQUIVALENT RANKS FOR INSTRUCTIONAL FACULTY, VOCATIONAL INSTRUCTOR, AND LECTURER. THE MONTHLY PAYMENT IS 1/3 OF QUARTERLY SALARY. THE QUARTERLY PAYMENT IS 1/3 OF ACADEMIC YEAR SALARIES EFFECTIVE JULY 1, 1986.

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 1 | Assistant, EQ | 01-03 | 2,370.67 | 2,470.67 | 2,577.33 | | | |
| | | | | 7,112.01 | 7,412.01 | 7,731.99 | | | |
| | 2 | Instructor, EQ | 04-08 | 2,805.33 | 2,930.67 | 3,065.33 | 3,209.33 | 3,361.33 | |
| | | | | 8,415.99 | 8,792.01 | 9,195.99 | 9,627.99 | 10,083.99 | |
| | 3 | Asst Prof, EQ | 06-13 | 3,065.33 | 3,209.33 | 3,361.33 | 3,520.00 | 3,688.00 | 3,860.00 |
| | | | | 9,195.99 | 9,627.99 | 10,083.99 | 10,560.00 | 11,064.00 | 11,580.00 |
| | | | | | | | | 4,045.33 | 4,237.33 |
| | | | | | | | | 12,135.99 | 12,711.99 |
| | 4 | Assoc Prof, EQ | 11-18 | 3,860.00 | 4,045.33 | 4,237.33 | 4,440.00 | 4,652.00 | 4,877.33 |
| | | | | 11,580.00 | 12,135.99 | 12,711.99 | 13,320.00 | 13,956.00 | 14,631.99 |
| | | | | | | | | 5,109.33 | 5,356.00 |
| | | | | | | | | 15,327.99 | 16,068.00 |
| | 5 | Professor, EQ | 16-20 | 4,877.33 | 5,109.33 | 5,356.00 | 5,616.00 | 5,885.33 | |
| | | | | 14,631.99 | 15,327.99 | 16,068.00 | 16,848.00 | 17,655.99 | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2364 | | **INSTRUCTIONAL FACULTY, OVERSEAS CONTRACT ASSIGNMENT** SEE EXPLANATORY NOTE G. | | | | | | | |
| | 1 | Assistant, OC | 01-03 | 2,290 | 2,397 | 2,511 | | | |
| | | | | 27,480 | 28,764 | 30,132 | | | |
| | 2 | Instructor, OC | 04-10 | 2,753 | 2,884 | 3,020 | 3,163 | 3,315 | 3,473 |
| | | | | 33,036 | 34,608 | 36,240 | 37,956 | 39,780 | 41,676 |
| | | | | | | | | | 3,640 |
| | | | | | | | | | 43,620 |
| | 3 | Asst Prof, OC | 06-12 | 3,020 | 3,163 | 3,315 | 3,473 | 3,640 | 3,814 |
| | | | | 36,240 | 37,956 | 39,780 | 41,676 | 43,680 | 45,768 |
| | | | | | | | | | 3,998 |
| | | | | | | | | | 47,976 |
| | 4 | Assoc Prof, OC | 11-17 | 3,814 | 3,998 | 4,192 | 4,395 | 4,605 | 4,830 |
| | | | | 45,768 | 47,976 | 50,304 | 52,740 | 55,260 | 57,960 |
| | | | | | | | | | 5,064 |
| | | | | | | | | | 60,768 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | | Professor, OC | 16-22 | 4,830 | 5,064 | 5,310 | 5,569 | 5,840 | 6,124 |
| | | | | 57,960 | 60,768 | 63,720 | 66,828 | 70,080 | 73,488 |
| | | | | | | | | | 6,425 |
| | | | | | | | | | 77,100 |

**2390 INSTRUCTIONAL FACULTY, SUMMER QUARTER ASSIGNMENT**

THIS ONE CODE NUMBER IS TO BE USED TO COVER THE EQUIVALENT RANKS FOR INSTRUCTIONAL FACULTY, VOCATIONAL INSTRUCTOR, AND LECTURER. THE MONTHLY PAYMENT IS 1/3 OF QUARTERLY SALARY. THE QUARTERLY PAYMENT IS 1/3 OF ACADEMIC YEAR SALARIES EFFECTIVE JULY 1, 1986.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Assistant, SQ | 01-03 | 2,370.67 | 2,470.67 | 2,577.33 | | | | |
| | | | 7,112.01 | 7,412.01 | 7,731.99 | | | | |
| 2 | Instructor, SQ | 04-08 | 2,805.33 | 2,930.67 | 3,065.33 | 3,209.33 | 3,361.33 | | |
| | | | 8,415.99 | 8,792.01 | 9,195.99 | 9,627.99 | 10,083.99 | | |
| 3 | Assis Prof, SQ | 06-13 | 3,065.33 | 3,209.33 | 3,361.33 | 3.520.00 | 3,688.00 | 3,860.00 | |
| | | | 9,195.99 | 9,627.99 | 10,083.99 | 10,560.00 | 11,064.00 | 11,580.00 | |
| | | | | | | | | 4,045.33 | 4,237.33 |
| | | | | | | | | 12,135.99 | 12,711.99 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | | Assoc Prof, SQ | 11-18 | 3,860.00 | 4,045.33 | 4,237.33 | 4,440.00 | 4,652.00 | 4,877.33 |
| | | | | 11,580.00 | 12,135.99 | 12,711.99 | 13,320.00 | 13,956.00 | 14,631.99 |
| | | | | | | | | 5,109.33 | 5,356.00 |
| | | | | | | | | 15,327.99 | 16,068.00 |
| 5 | | Professor, SQ | 16-20 | 4,877.33 | 5,109.33 | 5,356.00 | 5,616.00 | 5,885.33 | |
| | | | | 14,631.99 | 15,327.99 | 16,068.00 | 16,848.00 | 17,655.99 | |

**2357 INSTRUCTIONAL FACULTY — SUMMER SESSION**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | Assistant, SS | Sem Rte A | Qtr Rte A | | | Min Ses C | Max Ses C |
| | | 603.00 | 402.00 | | | 834.00 | 9,494.00 |
| 2 | Instructor, SS | Sem Rte A | Qtr Rte A | Sem Rte B | Qtr Rte B | Min Ses C | Max Ses C |
| | | 717.00 | 478.00 | 786.00 | 524.00 | 834.00 | 9,494.00 |
| 3 | Assis Prof, SS | Sem Rte A | Qtr Rte A | Sem Rte B | Qtr Rte B | Min Ses C | Max Ses C |
| | | 786.00 | 524.00 | 862.00 | 575.00 | 834.00 | 9,494.00 |
| 4 | Assis Prof, SS | Sem Rte A | Qtr Rte A | Sem Rte B | Qtr Rte B | Min Ses C | Max Ses C |
| | | 991.00 | 661.00 | 1,088.00 | 725.00 | 834.00 | 9,494.00 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 5 | Professor, SS | | Sem Rte A<br>1,253.00 | Qtr Rte A<br>835.00 | Sem Rte B<br>1,376.00 | Qtr Rte B<br>918.00 | Min Ses C<br>834.00 | Max Ses C<br>9,494.00 |
| **2358** | **LECTURER — ACADEMIC YEAR** | | | | | | | | |
| | 1 | Lecturer L, AY | 01-03 | 1,778<br>21,336 | 1,853<br>22,236 | 1,933<br>23,196 | | | |
| | 2 | Lecturer A, AY | 04-08 | 2,104<br>25,248 | 2,198<br>26,376 | 2,299<br>27,588 | 2,407<br>28,884 | 2,521<br>30,252 | |
| | 3 | Lecturer B, AY | 06-13 | 2,299<br>27,588 | 2,407<br>28,884 | 2,521<br>30,252 | 2,640<br>31,680 | 2,766<br>33,192<br>3,034<br>36,408 | 2,895<br>34,740<br>3,178<br>38,136 |
| | 4 | Lecturer C, AY | 11-18 | 2,895<br>34,740 | 3,034<br>36,408 | 3,178<br>38,136 | 3,330<br>39,960 | 3,489<br>41,868<br>3,832<br>45,984 | 3,658<br>43,896<br>4,017<br>48,204 |
| | 5 | Lecturer D, AY | 16-20 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204 | 4,212<br>50,544 | 4,414<br>52,968 | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2359** | **LECTURER — 12 MONTH** | | | | | | | | |
| | 1 | Lecturer L—12 | 01-03 | 2,016<br>24,192 | 2,104<br>25,248 | 2,198<br>26,376 | | | |
| | 2 | Lecturer A—12 | 04-08 | 2,407<br>28,834 | 2,521<br>30,252 | 2,640<br>31,680 | 2,766<br>33,192 | 2,895<br>34,740 | |
| | 3 | Lecturer B—12 | 06-13 | 2,640<br>31,680 | 2,766<br>33,192 | 2,895<br>34,740 | 3,034<br>36,408 | 3,178<br>38,136<br>3,489<br>41,868 | 3,330<br>39,960<br>3,653<br>43,896 |
| | 4 | Lecturer C—12 | 11-18 | 3,330<br>39,960 | 3,489<br>41,868 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204<br>4,414<br>52,968 | 4,212<br>50,544<br>4,629<br>55,548 |
| | 5 | Lecturer D—12 | 16-20 | 4,212<br>50,544 | 4,414<br>52,968 | 4,629<br>55,548 | 4,852<br>58,224 | 5,087<br>61,044 | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2369** | **LECTURER, OVERSEAS CONTRACT ASSIGNMENT — 12 MONTH** SEE EXPLANATORY NOTE G. | | | | | | | | |
| | 2 | Lect A, OC—12 | 04-10 | 2,753<br>33,036 | 2,884<br>34,608 | 3,020<br>36,240 | 3,163<br>37,956 | 3,315<br>39,780 | 3,473<br>41,676<br>3,640<br>43,680 |
| | 3 | Lect B, OC—12 | 06-12 | 3,020<br>36,240 | 3,163<br>37,956 | 3,315<br>39,780 | 3,473<br>41,676 | 3,640<br>43,680 | 3,814<br>45,768<br>3,992<br>47,976 |
| | 4 | Lect C, OC—12 | 11-17 | 3,814<br>45,768 | 3,998<br>47,976 | 4,192<br>50,304 | 4,395<br>52,740 | 4,605<br>55,260 | 4,830<br>57,960<br>5,064<br>60,768 |
| | 5 | Lect D, OC—12 | 16-22 | 4,830<br>57,960 | 5,064<br>60,768 | 5,310<br>63,720 | 5,569<br>66,828 | 5,840<br>70,080 | 6,124<br>73,488<br>6,425<br>77,100 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2919** | **LIBRARIAN — 10 MONTH** | | | | | | | | |
| | 2 | Asst Lib—10 | 04-08 | 2,104<br>25,248 | 2,198<br>26,376 | 2,299<br>27,588 | 2,407<br>28,884 | 2,521<br>30,252 | |
| | 3 | Sr Asst Lib—10 | 06-13 | 2,299<br>27,588 | 2,407<br>28,884 | 2,521<br>30,252 | 2,640<br>31,680 | 2,766<br>33,192<br>3,034<br>36,408 | 2,895<br>34,740<br>3,178<br>38,136 |
| | 4 | Assoc Lib—10 | 11-18 | 2,895<br>34,740 | 3,034<br>36,403 | 3,178<br>38,136 | 3,330<br>39,960 | 3,489<br>41,868<br>3,832<br>45,984 | 3,658<br>43,896<br>4,017<br>48,204 |
| | 5 | Librarian—10 | 16-20 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204 | 4,212<br>50,544 | 4,414<br>52,968 | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2920** | **LIBRARIAN — 12 MONTH** | | | | | | | | |
| | 2 | Asst Lib—12 | 04-08 | 2,407<br>28,884 | 2,521<br>30,252 | 2,640<br>31,680 | 2,766<br>33,192 | 2,895<br>34,740 | |
| | 3 | Sr Asst Lib—12 | 06-13 | 2,640<br>31,680 | 2,766<br>33,192 | 2,895<br>34,740 | 3,034<br>36,408 | 3,178<br>38,136<br>3,489<br>41,868 | 3,330<br>39,966<br>3,658<br>43,896 |
| | 4 | Assoc Lib—12 | 11-18 | 3,330<br>39,960 | 3,489<br>41,868 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204<br>4,414<br>52,968 | 4,212<br>50,544<br>4,629<br>55,546 |
| | 5 | Librarian—12 | 16-20 | 4,212<br>50,544 | 4,414<br>52,968 | 4,629<br>55,548 | 4,852<br>58,224 | 5,087<br>61,044 | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2926** | **LIBRARIAN, PROGRAM SERVICES — 10 MONTH** | | | | | | | | |
| | 4 | Assoc Lib, PS—10 | 11-18 | 2,895<br>34,740 | 3,034<br>36,408 | 3,178<br>38,136 | 3,330<br>39,960 | 3,489<br>41,868<br>3,832<br>45,904 | 3,658<br>43,896<br>4,017<br>48,204 |
| | 5 | Librarian, PS—10 | 16-20 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204 | 4,212<br>50,544 | 4,414<br>52,968 | |
| **2927** | **LIBRARIAN, PROGRAM SERVICES — 12 MONTH** | | | | | | | | |
| | 4 | Assoc Lib, PS—12 | 11-18 | 3,330<br>39,960 | 3,489<br>41,868 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204<br>4,414<br>52,968 | 4,212<br>50,544<br>4,629<br>55,548 |
| | 5 | Librarian, PS—12 | 16-20 | 4,212<br>50,544 | 4,414<br>52,968 | 4,629<br>55,548 | 4,852<br>58,224 | 5,087<br>61,044 | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2369** | **MUSIC STUDIO INSTRUCTIONAL FACULTY** | | | | | | | | |
| | 0 | Music In Fac | 1.00 | TO | $29.00 | PER STUDIO LESSON PER STUDENT | | | |
| **2356** | **SUBSTITUTE INSTRUCTIONAL FACULTY** | | | | | | | | |
| | 1 | Sub Tchr Rt A | | $36.59/Hr. — Lecture<br>$24.36/Hr. — Lab or Activity | | | | | |
| | 2 | Sub Tchr Rt B | | $38.25/Hr. — Lecture<br>$25.54/Hr. — Lab or Activity | | | | | |
| | 3 | Sub Tchr Rt C | | $39.97/Hr. — Lecture<br>$26.63/Hr. — Lab or Activity | | | | | |
| **2913** | **SUPERVISING LIBRARIAN — 10 MONTH** | | | | | | | | |
| | 3 | S. Libn—10 S/A | 06-13 | 2,299<br>27,588 | 2,407<br>28,884 | 2,521<br>30,252 | 2,640<br>31,680 | 2,766<br>33,192<br>3,034<br>36,408 | 2,895<br>34,740<br>3,178<br>38,136 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 4 | S. Libn—10 Asc | 11-18 | 2,895<br>34,740 | 3,034<br>36,408 | 3,178<br>38,136 | 3,330<br>39,960 | 3,489<br>41,868<br>3,832<br>45,984 | 3,658<br>43,896<br>4,017<br>48,204 |
| | 5 | S. Libn—10 Lbn | 16-20 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204 | 4,212<br>50,544 | 4,414<br>52,968 | |
| **2914** | **SUPERVISING LIBRARIAN — 12 MONTH** | | | | | | | | |
| | 3 | S. Libn—12 S/A | 06-13 | 2,640<br>31,680 | 2,766<br>33,192 | 2,895<br>34,740 | 3,034<br>36,408 | 3,178<br>38,136<br>3,489<br>41,868 | 3,330<br>39,960<br>3,658<br>43,896 |
| | 4 | S. Libn—12 ASC | 11-18 | 3,330<br>39,960 | 3,489<br>41,868 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204<br>4,414<br>52,968 | 4,212<br>50,544<br>4,629<br>55,548 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 5 | S, Libn—12 LBN | 16-20 | 4,212<br>50,544 | 4,414<br>52,968 | 4,629<br>55,548 | 4,852<br>58,224 | 5,087<br>61,044 | |
| **2462** | **VOCATIONAL INSTRUCTOR — ACADEMIC YEAR** | | | | | | | | |
| | 2 | Jr Voc Ins, AY | 04-08 | 2,104<br>25,248 | 2,198<br>26,376 | 2,299<br>27,588 | 2,407<br>28,884 | 2,521<br>30,252 | |
| | 3 | In Voc Ins, AY | 06-13 | 2,299<br>27,588 | 2,407<br>28,884 | 2,521<br>30,252 | 2,640<br>31,680 | 2,766<br>33,192<br>3,034<br>36,408 | 2,895<br>34,740<br>3,178<br>38,136 |
| | 4 | Sr Voc Ins, AY | 11-18 | 2,895<br>34,740 | 3,034<br>36,408 | 3,178<br>38,136 | 3,330<br>39,960 | 3,489<br>41,868<br>3,832<br>45,984 | 3,658<br>43,896<br>4,017<br>48,204 |
| | 5 | Pr Voc Ins, AY | 16-20 | 3,658<br>43,576 | 3,832<br>45,984 | 4,017<br>48,204 | 4,212<br>50,544 | 4,414<br>52,968 | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **2463** | **VOCATIONAL INSTRUCTOR — 10 MONTH** | | | | | | | | |
| | 2 | Jr Voc Ins—10 | 04-08 | 2,104<br>25,248 | 2,198<br>26,376 | 2,299<br>27,588 | 2,407<br>28,884 | 2,521<br>30,252 | |
| | 3 | In Voc Ins—10 | 06-13 | 2,299<br>27,588 | 2,407<br>28,884 | 2,521<br>30,252 | 2,640<br>31,680 | 2,766<br>33,192<br>3,034<br>36,408 | 2,895<br>34,740<br>3,178<br>38,136 |
| | 4 | Sr Voc Ins—10 | 11-18 | 2,895<br>34,740 | 3,034<br>36,408 | 3,178<br>38,136 | 3,330<br>39,960 | 3,489<br>41,868<br>3,832<br>45,984 | 4,658<br>43,896<br>4,017<br>48,204 |
| | 5 | Pr Voc Ins—10 | 16-20 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204 | 4,212<br>50,544 | 4,414<br>52,968 | |
| **2464** | **VOCATIONAL INSTRUCTOR — 12 MONTH** | | | | | | | | |
| | 2 | Jr Voc Ins—12 | 04-08 | 2,407<br>28,884 | 2,521<br>30,252 | 2,640<br>31,680 | 2,766<br>33,192 | 2,895<br>34,740 | |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 3 | In Voc Ins—12 | 06-13 | 2,640<br>31,680 | 2,766<br>33,192 | 2,895<br>34,740 | 3,034<br>36,408 | 3,178<br>38,136<br>3,489<br>41,868 | 3,330<br>39,960<br>3,658<br>43,896 |
| | 4 | Sr Voc Ins—12 | 11-18 | 3,330<br>39,960 | 3,489<br>41,868 | 3,658<br>43,896 | 3,832<br>45,984 | 4,017<br>48,204<br>4,414<br>52,968 | 4,212<br>50,544<br>4,629<br>55,548 |
| | 5 | Pr Voc Ins—12 | 16-20 | 4,212<br>50,544 | 4,414<br>52,968 | 4,629<br>55,548 | 4,852<br>58,224 | 5,087<br>61,044 | |
| 2466 | VOCATIONAL INSTRUCTOR, OVERSEAS CONTRACT ASSIGNMENT — 12 MONTH | | | | | | | | |
| | 2 | Jr Voc, OC—12 | 04-10 | 2,753<br>33,036 | 2,884<br>34,608 | 3,020<br>36,240 | 3,163<br>37,956 | 3,315<br>39,780 | 3,473<br>41,676<br>3,640<br>43,680 |

| CLASS | RANGE | CLASS TITLE | SALARY STEPS* | RANGE | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 3 | Int Voc, OC—12 | 06-12 | 3,020<br>36,240 | 3,163<br>37,956 | 3,315<br>39,780 | 3,473<br>41,676 | 3,640<br>43,680<br>3,998<br>47,976 | 3,814<br>45,768 |
| | 4 | Sr Voc, OC—12 | 11-17 | 3,814<br>45,768 | 3,998<br>47,976 | 4,192<br>50,304 | 4,395<br>52,740 | 4,605<br>55,260<br>5,064<br>60,768 | 4,830<br>57,960 |
| | 5 | Prn Voc, OC—12 | 16-22 | 4,830<br>57,960 | 5,064<br>60,768 | 5,310<br>63,720 | 5,569<br>66,828 | 5,840<br>70,080<br>6,425<br>77,100 | 6,124<br>73,488 |

## APPENDIX D
## Supersession

This Agreement shall supersede:

| | Education Code | Government Code | Military/Vet Code |
|---|---|---|---|
| Appointment | 89534 | | |
| Assignment | 89518 | | |
| Discipline | 89537<br>89542.5 | | |
| Grievance Procedures | 89542.5 | | |
| Holidays | | 6700<br>17925<br>17925.1 | |
| Layoff | 89550<br>89551<br>89552<br>89553<br>89555<br>89556 | | |
| Leaves With Pay | 89513 | | |
| Leaves Without Pay | 89519 | | 395<br>395.01<br>395.05<br>395.1<br>395.3 |
| Personnel File | 89546 | | |
| Pre-Retirement Reduction in Time Base | 89516 | | |
| Sick Leave | | 18100<br>18100.5<br>18101<br>18103<br>18105 | |
| Vacation | | 18051.5 | |

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Memorandum of Understanding this 1st day of July 1987.

The California State University

Tom C. Stickel, Chair
Trustees' Committee on Collective Bargaining

Jacob M. Sanit
Assistant Vice Chancellor
Employee Relations

Charles C. Adams

Donald J. Cameron

June M. Cooper

Maurice Dance

Karen A. Farber

Frank C. Gerry

California Faculty Association

VirginiaAnn Shadwick, President

Edward R. Purcell
General Manager

Roberta Ahlquist

Charles T. Andrews

Milton Dobkin

Clyde Ely Kuhn

Susan B. Schaefer

Student Representatives

Greg Wright

Carolyn McCowan